UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

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|---|---|
| In re:<br><br>MARTIN PETER CORRY<br>Aka Martin Colmicille Corry<br><br>Debtor(s). | Case No. 8:16-bk-08296-KRM<br><br>Chapter: 7 |

# MOTION FOR RELIEF FROM AUTOMATIC STAY
**(Property surrendered: 125 Sunnyside Lane, Aiken, SC 29803)**

NOTICE OF OPPORTUNITY TO
OBJECT AND REQUEST FOR HEARING

Pursuant to Local Rule 2002-4, the Court will consider this motion, objection, or other matter without further notice or hearing unless a party in interest files a response within 21 days from the date set forth on the proof of service attached to this paper plus an additional three days for service. If you object to the relief requested in this paper, you must file your response with the Clerk of the Court at Sam M Gibbons United States Courthouse, 801 North Florida Avenue, Suite 555, Tampa, FL 33602 and serve a copy on the movant's attorney, Shirley Palumbo, Esq, Greenspoon Marder, P.A City Place, 515 Okeechobee Blvd, Ste 900, West Palm Beach FL 33441.

If you file and serve a response within the time permitted, the Court may schedule and notify you of a hearing, or the Court may consider the response and may grant or deny the relief requested without a hearing. If you do not file a response within the time permitted, the Court will consider that you do not oppose the relief requested in the paper, will proceed to consider the paper without further notice or hearing, and may grant the relief requested.

Security Federal Bank ("Movant") hereby moves this Court, pursuant to 11 U.S.C. § 362, for relief from the automatic with respect to certain real property of the Debtor(s) having an address of 125 Sunnyside Lane, Aiken, SC 29803 (the "Property"). The facts and circumstances supporting this Motion are set forth in the Declaration in Support of Motion for Relief from Automatic Stay filed contemporaneously herewith (the "Declaration"). In further support of this Motion, Movant respectfully states:

1. A petition under Chapter 7 of the United States Bankruptcy Code was filed with respect to the Debtor(s) on September 26, 2016.
2. The Debtor(s) has executed and delivered or is otherwise obligated with respect to that certain promissory note in the original principal amount of $120,000.00 (the "Note"). A true and correct copy of the Note is attached hereto as Exhibit "A". Movant is an entity entitled to enforce the Note.
3. Pursuant to that certain (the "Mortgage"), all obligations (collectively, the "Obligations") of the Debtor(s) under and with respect to the Note and the Mortgage are secured by the Property. A true and correct copy of the Mortgage is attached hereto as Exhibit "B".
4. The legal description of the Property is:

   **SEE ATTACHED EXHIBIT "1".**
5. As of the petition date, the outstanding unpaid principal balance under the Note was $108,538.68. The loan reached maturity on December 14, 2015. The total amount due on the note is $113,872.912.
6. The following chart sets forth the number and amount of payments due pursuant to the terms of the Note that have been missed by the Debtor(s):

| Number of Missed Payments | From | To | Monthly Payment Amount | Total Missed Payments |
|---|---|---|---|---|
| 10 | 1/1/2016 | 11/1/2016 | $814.17 | $8141.70 |

Total: $8,141.70

7. In addition to the other amounts due to Movant reflected in this Motion, as of the date hereof, in connection with seeking the relief requested in this Motion, Movant has

also incurred $750.00 in legal fees and 176$ filing cost. Movant reserves all rights to seek an award or allowance of such fees and expenses in accordance with applicable loan documents and related agreements, the Bankruptcy Code and otherwise applicable law.

8. The estimated market value of the Property is $244,967.00. The basis for such valuation is attached hereto as Exhibit "C".
9. Upon information and belief, the aggregate amount of encumbrances on the Property listed in the Schedules or otherwise known, including but not limited to the encumbrances granted to Movant, is $516541.88.
10. Cause exists for relief from the automatic stay for the following reasons:
    a. The property is surrendered.
    b. Pursuant to 11 U.S.C. § 362(d)(2)(A), Debtor(s) has/have no equity in the Property; and pursuant to § 362(d)(2)(B), the Property is not necessary for an effective reorganization.

WHEREFORE, Movant prays that this Court issue an Order terminating or modifying the stay and granting the following:

1. Relief from the stay allowing Movant (and any successors or assigns) to proceed under applicable non-bankruptcy law to enforce its remedies to foreclose upon and obtain possession of the Property.
2. That the Order be binding and effective despite any conversion of this bankruptcy case to a case under any other chapter of Title 11 of the United States Code.

3. That the 14-day stay described by Bankruptcy Rule 4001(a)(3) be waived, during which period Debtor(s) may have minimal motivation to insure, preserve or protect the Property.
4. For such other relief as the Court deems proper.

/s/ Shirley Palumbo
Shirley Palumbo, Esq.
Florida Bar No. 73520
GREENSPOON MARDER, P.A.
City Place Tower
525 Okeechobee Blvd. Suite 1570
Tel: (954)491-11120
Fax: (954)343-6982
Email: shirley.palumbo@gmlaw.com

**I HEREBY CERTIFY** that on this 2nd day of December 2016, I electronically filed the Motion for Relief from Stay with the Clerk of Court by using the CM/ECF system, which will send a notice to the following CM/ECF participants electronically.

***Trustee***
**Stephen L Meininger**
707 North Franklin Street
Suite 850
Tampa, FL 33602

***U.S. Trustee***
**United States Trustee - TPA7/13**
Timberlake Annex, Suite 1200
501 E Polk Street
Tampa, FL 33602

**Richard John Cole, III**
**Cole & Cole Law, P.A.**
46 N Washington Blvd, Ste. 24
Sarasota, FL 34236

**I HEREBY CERTIFY** the foregoing document was served by first class, postage prepaid, U.S. Mail on to the persons and/or entities at the addresses noted herein as obtained from a current Mailing matrix obtained from the court's CM/ECF system:

***Debtor***
**Martin Peter Corry**
687 Freeling Drive
Sarasota, FL 34232

/s/ Shirley Palumbo

Shirley Palumbo, Esq.
Florida Bar No. 73520
GREENSPOON MARDER, P.A.
City Place Tower
525 Okeechobee Blvd. Suite 1570
Tel: (954)491-11120
Fax: (954)343-6982
Email: shirley.palumbo@gmlaw.com

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

IN RE

Martin Peter Corry
aka Martin Colmcille Corry

CASE NO. 8:16-bk-08296-KRM

CHAPTER: 7

Debtors. /

**DECLARATION IN SUPPORT OF**
**MOTION FOR RELIEF FROM AUTOMATIC STAY**

I, Marilyn C. Jordan, declare under penalty of perjury as follows:

1. I am a Vice President of Security Federal Bank and am authorized to sign this declaration on behalf of Security Federal Bank, as movant ("Movant") with respect to a certain loan (the "Loan") provided to Debtor(s), which Loan is evidenced by the Note (defined below) and secured by the Mortgage (defined below) and secured by the mortgage (defined below). This Declaration is provided in support of the Motion for Relief from Stay filed contemporaneously herewith (the "Motion").

2. As part of my job responsibilities for Security Federal Bank, I am familiar with the types of records maintained by Security Federal Bank in connection with the Loan and the procedures for creating those types of records. I have access and have reviewed the books, records and files of Security Federal Bank that pertain to the Loan and extensions of credit given to Debtor(s) concerning the Property (defined below).

3. The information in this declaration is taken from Security Federal Bank 's business records regarding the Loan. I have personal knowledge of Security Federal Bank 's procedures for creating these types of records. The records are: (a) made at or near the time of the occurrence of the matters recorded by persons with personal knowledge of the information in the business record, or from information transmitted by persons with personal knowledge; (b) kept in the course of Security Federal Bank 's regularly conducted business activities; and (c) it is the regular practice of Security Federal Bank to make such records.

4. The Debtor has executed and delivered or is otherwise obligated with respect to that certain promissory note in the original principal amount of **$150,000.00** (the "Note"). A true and correct copy of the Note is attached to the Motion as Exhibit "A".

5. Pursuant to that certain Mortgage (the "Mortgage"), all obligations (collectively, the "Obligations") of the Debtor(s) under and with respect to the Note and the Mortgage are secured by the Property (as defined in the Motion). A true and correct copy of the Mortgage is attached to the Motion as Exhibit "B".

6. As of the petition date, the outstanding unpaid principal balance under the Note was $108,538.68.

7. The following chart sets forth the number and amount of post-petition payments due pursuant to the terms of the Note that have been missed by the Debtor(s):

| Number of Missed Payments | From | To | Monthly Payment Amount | Total Amounts Delinquent |
|---|---|---|---|---|
| 10 | 1/1/2016 | 11/1/2016 | $814.17 | $8141.70 |

Total: $8141.70

8. Pursuant to 28 U.S.C. § 1746, I hereby declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed this 1st day of December, 2016.

Name: Marilyn C. Jordan
Title: Vice President

[redacted]

Parcel 1: All that certain piece, parcel or tract of land, containing 6.361 acres more or less, situate, lying and being in the Western section of Midway Estates in Aiken County, South Carolina located approximately 4.5 miles South of the City of Aiken, and located West of S. C. Highway No. 19 (Whiskey Road), said parcel being bounded as follows: NORTH by property of J. Gary George and Idell Young George for 331.4 feet; NORTHEAST by the right-of-way of a County road for 224.6 feet; EAST by the right-of-way of a road on several lines for 270.0 feet, 125.0 feet; 190.0 feet, and 130.0 feet; also EAST by lot 6 of Midway Estates for 275.0 feet (being erroneously designated Lot 18 on the plat referred to hereinafter); SOUTH by property now or formerly of Murphy and Lard, for 438.0 feet; and WEST by property now or formerly of DAVES for 706.4 feet, all measurements being more or less. Said parcel is more fully shown and delineated upon plat made by Don W. Taylor, Registered Land, Surveyor, dated March 14, 1977, reference to said plat being expressly made as a part and parcel of this description. The property described above consists of portions of Lots 11 and 12 and all lots 13, 14 and 15 as shown on plat of Midway Estates recorded in Plat Book 4 at page 75 of the records of Aiken County, and also includes a triangular lot lying West of Lot 15 shown upon said Midway Estates plat. Being the same property conveyed unto Oscar L. Lard and Beverly Smart Lard, by deed of Edward F. Becker and Cecil H. Seigler, Jr. dated April 14, 1977, recorded April 14, 1977, in Title Book 555, page 285, Records of Aiken County. That Oscar L. Lard died February 9, 1999 as reflected in File No. 99ES02160 Probate Records of Aiken County. Being the same property conveyed unto Oscar L. Lard by Quit Claim deed dated March 17, 2005, recorded March 21, 2005, in Title Book 2499, Page 89, Records of Aiken County.

Parcel No. 124-07-06-003

Parcel 2: All that certain piece, parcel or tract of land, with any improvements thereon, situate, lying and being in the County of Aiken, State of South Carolina, in Aiken Attendance Area No. 1 and being Tract B containing 17.8 acres, more or less, as shown and designated on a certain plat of two tracts designated thereon as Tract A & B made by J. Hord Allen, II R. L. S. dated January 25, 1996 recorded in Plat Book 3, page 31, Records of Aiken County, and according to said plat to bound as follows: NORTH by lands of Gosnell; EAST by Tract A, said plat; SOUTHWEST by lands of Dean; and NORTHWEST by lands of LeGrand, and bounds being now or formerly. Reference is made to said plat for a more accurate and complete description of the metes and bounds of the subject property. Being the same property conveyed unto Oscar L. Lard, II by Deed of Distribution from the Estate of Oscar LeJune Lard dated December 3, 1999 and recorded in Deed Book 1936, page 328, Records of Aiken County

Parcel No. 124-11-01-001

Derivation: Parcel 1 and Parcel 2 being the identical property conveyed unto Martin Corry by deed recorded in Deed Book 2499 at Page 93, thereafter re-recorded in Deed book 2519 at Page 111, RMC for Aiken County South Carolina.

Together with all rights, easments, appurtenances, royalties, mineral rights, oil and gas rights, crops, timber, all diversion payments or third party payments made to crop producers, and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above( all referred to as "Property"). The term property also includes, but is not limited to, , any and all water wells, water, ditches, reservoirs, reservoir sites and dams located on the real estate and all riparian and water rights associated with the Property, however established.

EXHIBIT

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1

| BORROWER'S NAME AND ADDRESS | LENDER'S NAME AND ADDRESS | |
|---|---|---|
| MARTIN C CORRY<br>125 SUNNYSIDE LN<br>AIKEN SC 29803 | Security Federal Bank<br>P.O. Box 810<br>Aiken, SC 29802 | Loan Number [redacted]<br>Date 10/02/09<br>Maturity Date 10/15/10<br>Loan Amount $ 120,000.00<br>Renewal Of |
| "I" includes each borrower above, jointly and severally. | "You" means the lender, its successors and assigns. | |

For value received, I promise to pay to you, or your order, at your address listed above the PRINCIPAL sum of ***********************
One hundred twenty thousand & no/100 Dollars $ 120,000.00

☐ **Single Advance:** I will receive all of this principal sum on ______. No additional advances are contemplated under this note.

☒ **Multiple Advance:** The principal sum shown above is the maximum amount of principal I can borrow under this note. On 10/02/09 ______ I will receive the amount of $______ and future principal advances are contemplated.

**Conditions:** The conditions for future advances are PER BORROWER REQUEST AND LENDER APPROVAL

☒ **Open End Credit:** You and I agree that I may borrow up to the maximum amount of principal more than one time. This feature is subject to all other conditions and expires on OCTOBER 15, 2010.

☐ **Closed End Credit:** You and I agree that I may borrow up to the maximum only one time (and subject to all other conditions).

**INTEREST:** I agree to pay interest on the outstanding principal balance from OCTOBER 02, 2009 at the rate of 6.25 % per year until OCTOBER 15, 2010.

☐ **Variable Rate:** This rate may then change as stated below.

☐ **Index Rate:** The future rate will be ______ the following index rate: ______

☐ **No Index:** The future rate will not be subject to any internal or external index. It will be entirely in your control.

☐ **Frequency and Timing:** The rate on this note may change as often as ______.
A change in the interest rate will take effect ______.

☐ **Limitations:** During the term of this loan, the applicable annual interest rate will not be more than ______ % or less than ______%. The rate may not change more than ______ % each ______.

**Effect of Variable Rate:** A change in the interest rate will have the following effect on the payments:
☐ The amount of each scheduled payment will change. ☐ The amount of the final payment will change.
☐ ______.

**ACCRUAL METHOD:** Interest will be calculated on a Actual/360 basis.

**POST MATURITY RATE:** I agree to pay interest on the unpaid balance of this note owing after maturity, and until paid in full, as stated below:
☒ on the same fixed or variable rate basis in effect before maturity (as indicated above).
☐ at a rate equal to ______.

☒ **LATE CHARGE:** If a payment is not made within 10 days after it is due, I agree to pay a late charge of 5.00% Of The Schedule Payment

☒ **ADDITIONAL CHARGES:** In addition to interest, I agree to pay the following charges which ☐ are ☒ are not included in the principal amount above: $500 ORIGINATION FEE, $26 FLOOD FEES.

**PAYMENTS:** I agree to pay this note as follows:

☒ **Interest:** I agree to pay accrued interest Monthly Beginning - NOVEMBER 15, 2009

☒ **Principal:** I agree to pay the principal At Maturity - OCTOBER 15, 2010

☐ **Installments:** I agree to pay this note in ______ payments. The first payment will be in the amount of $______ and will be due ______. A payment of $______ will be due ______ thereafter. The final payment of the entire unpaid balance of principal and interest will be due ______.

**ADDITIONAL TERMS:**

☒ **SECURITY:** This note is separately secured by (describe separate document by type and date):
REAL ESTATE MORTGAGE DATED 10/02/2009 ON
24 +/- ACRES, AIKEN COUNTY, SC
SECURITY AGREEMENT DATED 10/02/2009

(This section is for your internal use. Failure to list a separate security document does not mean the agreement will not secure this note.)

**PURPOSE:** The purpose of this loan is LOC - IMPROVEMENTS TO INVESTMENT PROPERTY.

**SIGNATURES: I AGREE TO THE TERMS OF THIS NOTE (INCLUDING THOSE ON PAGE 2).** I have received a copy on today's date.

MARTIN C CORRY
MARTIN C CORRY

Signature for Lender

Shane Bagby
AVP/Loan Officer

EXHIBIT
tabbies
A

UNIVERSAL NOTE
Bankers Systems, Inc., St. Cloud, MN Form UN-SC 3/7/2002

**DEFINITIONS:** As used on page 1, "[X]" me... ...e terms that apply to this loan. "I," "me" or "my" means each Borrower who signs this note and each other person or legal entity (including guarantors, endorsers, and sureties) who agrees to pay this note (together referred to as "us"). "You" or "your" means the Lender and its successors and assigns.

**APPLICABLE LAW:** The law of the state of South Carolina will govern this note. Any term of this note which is contrary to applicable law will not be effective, unless the law permits you and me to agree to such a variation. If any provision of this agreement cannot be enforced according to its terms, this fact will not affect the enforceability of the remainder of this agreement. No modification of this agreement may be made without your express written consent. Time is of the essence in this agreement.

**COMMISSIONS OR OTHER REMUNERATION:** I understand and agree that any insurance premiums paid to insurance companies as part of this note will involve money retained by you or paid back to you as commissions or other remuneration.

In addition, I understand and agree that some other payments to third parties as part of this note may also involve money retained by you or paid back to you as commissions or other remuneration.

**PAYMENTS:** Each payment I make on this note will first reduce the amount I owe you for charges which are neither interest nor principal. The remainder of each payment will then reduce accrued unpaid interest, and then unpaid principal. If you and I agree to a different application of payments, we will describe our agreement on this note. I may prepay a part of, or the entire balance of this loan without penalty, unless we specify to the contrary on this note. Any partial prepayment will not excuse or reduce any later scheduled payment until this note is paid in full (unless, when I make the prepayment, you and I agree in writing to the contrary).

**INTEREST:** Interest accrues on the principal remaining unpaid from time to time, until paid in full. If I receive the principal in more than one advance, each advance will start to earn interest only when I receive the advance. The interest rate in effect on this note at any given time will apply to the entire principal advanced at that time. Notwithstanding anything to the contrary, I do not agree to pay and you do not intend to charge any rate of interest that is higher than the maximum rate of interest you could charge under applicable law for the extension of credit that is agreed to here (either before or after maturity). If any notice of interest accrual is sent and is in error, we mutually agree to correct it, and if you actually collect more interest than allowed by law and this agreement, you agree to refund it to me.

**INDEX RATE:** The index will serve only as a device for setting the rate on this note. You do not guarantee by selecting this index, or the margin, that the rate on this note will be the same rate you charge on any other loans or class of loans to me or other borrowers.

**ACCRUAL METHOD:** The amount of interest that I will pay on this loan will be calculated using the interest rate and accrual method stated on page 1 of this note. For the purpose of interest calculation, the accrual method will determine the number of days in a "year." If no accrual method is stated, then you may use any reasonable accrual method for calculating interest.

**POST MATURITY RATE:** For purposes of deciding when the "Post Maturity Rate" (shown on page 1) applies, the term "maturity" means the date of the last scheduled payment indicated on page 1 of this note or the date you accelerate payment on the note, whichever is earlier.

**SINGLE ADVANCE LOANS:** If this is a single advance loan, you and I expect that you will make only one advance of principal. However, you may add other amounts to the principal if you make any payments described in the "PAYMENTS BY LENDER" paragraph below.

**MULTIPLE ADVANCE LOANS:** If this is a multiple advance loan, you and I expect that you will make more than one advance of principal. If this is closed end credit, repaying a part of the principal will not entitle me to additional credit.

**PAYMENTS BY LENDER:** If you are authorized to pay, on my behalf, charges I am obligated to pay (such as property insurance premiums), then you may treat those payments made by you as advances and add them to the unpaid principal under this note, or you may demand immediate payment of the charges.

**SET-OFF:** I agree that you may set off any amount due and payable under this note against any right I have to receive money from you.

"Right to receive money from you" means:

(1) any deposit account balance I have with you;

(2) any money owed to me on an item presented to you or in your possession for collection or exchange; and

(3) any repurchase agreement or other nondeposit obligation.

"Any amount due and payable under this note" means the total amount of which you are entitled to demand payment under the terms of this note at the time you set off. This total includes any balance the due date for which you properly accelerate under this note.

If my right to receive money from you is also owned by someone who has not agreed to pay this note, your right of set-off will apply to my interest in the obligation and to any other amounts I could withdraw on my sole request or endorsement. Your right of set-off does not apply to an account or other obligation where my rights are only as a representative. It also does not apply to any Individual Retirement Account or other tax-deferred retirement account.

You will not be liable for the dishonor of any check when the dishonor occurs because you set off this debt against any of my accounts. I agree to hold you harmless from any such claims arising as a result of your exercise of your right of set-off.

**REAL ESTATE OR RESIDENCE SECURITY:** If this note is secured by real estate or a residence that is personal property, the existence of a default and your remedies fo... ...ch a default will be determined by applicable law, by the terms of any separate instrument creating the security interest and, to the extent not prohibited by law and not contrary to the terms of the separate security instrument, by the "Default" and "Remedies" paragraphs herein.

**DEFAULT:** I will be in default if any one or more of the following occur: (1) I fail to make a payment on time or in the amount due; (2) I fail to keep the property insured, if required; (3) I fail to pay, or keep any promise, on any debt or agreement I have with you; (4) any other creditor of mine attempts to collect any debt I owe him through court proceedings; (5) I die, am declared incompetent, make an assignment for the benefit of creditors, or become insolvent (either because my liabilities exceed my assets or I am unable to pay my debts as they become due); (6) I make any written statement or provide any financial information that is untrue or inaccurate at the time it was provided; (7) I do or fail to do something which causes you to believe that you will have difficulty collecting the amount I owe you; (8) any collateral securing this note is used in a manner or for a purpose which threatens confiscation by a legal authority; (9) I change my name or assume an additional name without first notifying you before making such a change; (10) I fail to plant, cultivate and harvest crops in due season if I am a producer of crops; (11) any loan proceeds are used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity, as further explained in 7 C.F.R. Part 1940, Subpart G, Exhibit M.

**REMEDIES:** If I am in default on this note you have, but are not limited to, the following remedies:

(1) You may demand immediate payment of all I owe you under this note (principal, accrued unpaid interest and other accrued charges).

(2) You may set off this debt against any right I have to the payment of money from you, subject to the terms of the "SET-OFF" paragraph herein.

(3) You may demand security, additional security, or additional parties to be obligated to pay this note as a condition for not using any other remedy.

(4) You may refuse to make advances to me or allow purchases on credit by me.

(5) You may use any remedy you have under state or federal law.

By selecting any one or more of these remedies you do not give up your right to later use any other remedy. By waiving your right to declare an event to be a default, you do not waive your right to later consider the event as a default if it continues or happens again.

**COLLECTION COSTS AND ATTORNEY'S FEES:** I agree to pay all costs of collection, replevin or any other or similar type of cost if I am in default. In addition, if you hire an attorney to collect this note, I also agree to pay any fee you incur with such attorney plus court costs (except where prohibited by law). To the extent permitted by the United States Bankruptcy Code, I also agree to pay the reasonable attorney's fees and costs you incur to collect this debt as awarded by any court exercising jurisdiction under the Bankruptcy Code.

**WAIVER:** I give up my rights to require you to do certain things. I will not require you to:

(1) demand payment of amounts due (presentment);

(2) obtain official certification of nonpayment (protest); or

(3) give notice that amounts due have not been paid (notice of dishonor).

I waive any defenses I have based on suretyship or impairment of collateral.

**OBLIGATIONS INDEPENDENT:** I understand that I must pay this note even if someone else has also agreed to pay it (by, for example, signing this form or a separate guarantee or endorsement). You may sue me alone, or anyone else who is obligated on this note, or any number of us together, to collect this note. You may without notice release any party to this agreement without releasing any other party. If you give up any of your rights, with or without notice, it will not affect my duty to pay this note. Any extension of new credit to any of us, or renewal of this note by all or less than all of us will not release me from my duty to pay it. (Of course, you are entitled to only one payment in full.) I agree that you may at your option extend this note or the debt represented by this note, or any portion of the note or debt, from time to time without limit or notice and for any term without affecting my liability for payment of the note. I will not assign my obligation under this agreement without your prior written approval. You may, without notice, fail to perfect your security interest in, impair, or release any security and I will still be obligated to pay this loan.

**FINANCIAL INFORMATION:** I agree to provide you, upon request, any financial statement or information you may deem necessary. I warrant that the financial statements and information I provide to you are or will be accurate, correct and complete.

**NOTICE:** Unless otherwise required by law, any notice to me shall be given by delivering it or by mailing it by first class mail addressed to me at my last known address. My current address is on page 1. I agree to inform you in writing of any change in my address. I will give any notice to you by mailing it first class to your address stated on page 1 of this agreement, or to any other address that you have designated.

**WAIVER OF HEARING PRIOR TO IMMEDIATE POSSESSION:** If this loan is for a business purpose I agree to waive the right to five days' notice and a preseizure hearing prior to seizure of any personal property which may secure this loan.

| DATE OF TRANSACTION | PRINCIPAL ADVANCE | BORROWER'S INITIALS (not required) | PRINCIPAL PAYMENTS | PRINCIPAL BALANCE | INTEREST RATE | INTEREST PAYMENTS | INTEREST PAID THROUGH: |
|---|---|---|---|---|---|---|---|
| | $ | | $ | $ | % | $ | |
| | $ | | $ | $ | % | $ | |
| | $ | | $ | $ | % | $ | |
| | $ | | $ | $ | % | $ | |
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| | $ | | | $ | % | $ | |
| | $ | | $ | $ | % | $ | |

NOTICE
THE INSTRUMENT WAS PRESENTED TO THE COURT OF COMMON PLEAS FOR AIKEN COUNTY, SOUTH CAROLINA ON 9/26/16 AS AN EXHIBIT IN COLLECTION AND/OR FORECLOSURE PROCEEDING A TRUE COPY WAS SUBSTITUTED, MARKED AND RETAINED BY THE COURT.

Experé™ © 1984, 1991 Bankers Systems, Inc., St. Cloud, MN Form UN-SC 3/7/2002

| BORROWER'S NAME AND ADDRESS | LENDER'S NAME AND ADDRESS | |
|---|---|---|
| MARTIN C CORRY<br>125 SUNNYSIDE LN<br>AIKEN SC 29803<br>"I" includes each borrower above, jointly and severally. | Security Federal Bank<br>P.O. Box 810<br>Aiken, SC 29802<br>"You" means the lender, its successors and assigns. | Loan Number [redacted]<br>Date 10/15/10<br>Maturity Date 10/15/11<br>Loan Amount $ 120,000.00<br>Renewal Of [redacted] |

For value received, I promise to pay to you, or your order, at your address listed above the **PRINCIPAL** sum of ***********************
One hundred twenty thousand & no/100 Dollars $ 120,000.00

☒ **Single Advance:** I will receive all of this principal sum on 10/15/10. No additional advances are contemplated under this note.

☐ **Multiple Advance:** The principal sum shown above is the maximum amount of principal I can borrow under this note. On ______ I will receive the amount of $______ and future principal advances are contemplated.

**Conditions:** The conditions for future advances are ______

☐ **Open End Credit:** You and I agree that I may borrow up to the maximum amount of principal more than one time. This feature is subject to all other conditions and expires on ______.

☒ **Closed End Credit:** You and I agree that I may borrow up to the maximum only one time (and subject to all other conditions).

**INTEREST:** I agree to pay interest on the outstanding principal balance from OCTOBER 15, 2010 at the rate of 6.25 % per year until OCTOBER 15, 2011.

☐ **Variable Rate:** This rate may then change as stated below.

☐ **Index Rate:** The future rate will be ______ the following index rate: ______

☐ **No Index:** The future rate will not be subject to any internal or external index. It will be entirely in your control.

☐ **Frequency and Timing:** The rate on this note may change as often as ______.

A change in the interest rate will take effect ______.

☐ **Limitations:** During the term of this loan, the applicable annual interest rate will not be more than ______ % or less than ______ %. The rate may not change more than ______ % each ______.

**Effect of Variable Rate:** A change in the interest rate will have the following effect on the payments:

☐ The amount of each scheduled payment will change. ☐ The amount of the final payment will change.

☐ ______

**ACCRUAL METHOD:** Interest will be calculated on a Actual/360 basis.

**POST MATURITY RATE:** I agree to pay interest on the unpaid balance of this note owing after maturity, and until paid in full, as stated below:

☒ on the same fixed or variable rate basis in effect before maturity (as indicated above).

☐ at a rate equal to ______.

☒ **LATE CHARGE:** If a payment is not made within 10 days after it is due, I agree to pay a late charge of 5.00% Of The Schedule Payment

☒ **ADDITIONAL CHARGES:** In addition to interest, I agree to pay the following charges which ☐ are ☒ are not included in the principal amount above: $500 RENEWAL FEE; $13 FLOOD CERTIFICATION FEE

**PAYMENTS:** I agree to pay this note as follows:

☒ **Interest:** I agree to pay accrued interest Monthly Beginning - NOVEMBER 15, 2010

☒ **Principal:** I agree to pay the principal At Maturity - OCTOBER 15, 2011

☐ **Installments:** I agree to pay this note in ______ payments. The first payment will be in the amount of $______ and will be due ______. A payment of $______ will be due ______ thereafter. The final payment of the entire unpaid balance of principal and interest will be due ______.

**ADDITIONAL TERMS:**

☒ **SECURITY:** This note is separately secured by (describe separate document by type and date):
1ST REM DATED 10/02/2009 ON 24 +/- ACRES
SUNNYSIDE LANE, AIKEN SC
SECURITY AGREEMENT DATED 10/02/2009

(This section is for your internal use. Failure to list a separate security document does not mean the agreement will not secure this note.)

**PURPOSE:** The purpose of this loan is RENEW R/E INVESTMENT LOAN #[redacted].

**SIGNATURES: I AGREE TO THE TERMS OF THIS NOTE (INCLUDING THOSE ON PAGE 2).** I have received a copy on today's date.

MARTIN C CORRY

Signature for Lender

Shane Bagby
AVP/Loan Officer

Expere™ ©1984, 1991 Bankers Systems, Inc., St. Cloud, MN Form UN-SC 3/7/2002

**DEFINITIONS:** As used on page 1, "[X]" me. ..e terms that apply to this loan. "I," "me" or "my" means each Borrower who signs this note and each other person or legal entity (including guarantors, endorsers, and sureties) who agrees to pay this note (together referred to as "us"). "You" or "your" means the Lender and its successors and assigns.

**APPLICABLE LAW:** The law of the state of South Carolina will govern this note. Any term of this note which is contrary to applicable law will not be effective, unless the law permits you and me to agree to such a variation. If any provision of this agreement cannot be enforced according to its terms, this fact will not affect the enforceability of the remainder of this agreement. No modification of this agreement may be made without your express written consent. Time is of the essence in this agreement.

**COMMISSIONS OR OTHER REMUNERATION:** I understand and agree that any insurance premiums paid to insurance companies as part of this note will involve money retained by you or paid back to you as commissions or other remuneration.

In addition, I understand and agree that some other payments to third parties as part of this note may also involve money retained by you or paid back to you as commissions or other remuneration.

**PAYMENTS:** Each payment I make on this note will first reduce the amount I owe you for charges which are neither interest nor principal. The remainder of each payment will then reduce accrued unpaid interest, and then unpaid principal. If you and I agree to a different application of payments, we will describe our agreement on this note. I may prepay a part of, or the entire balance of this loan without penalty, unless we specify to the contrary on this note. Any partial prepayment will not excuse or reduce any later scheduled payment until this note is paid in full (unless, when I make the prepayment, you and I agree in writing to the contrary).

**INTEREST:** Interest accrues on the principal remaining unpaid from time to time, until paid in full. If I receive the principal in more than one advance, each advance will start to earn interest only when I receive the advance. The interest rate in effect on this note at any given time will apply to the entire principal advanced at that time. Notwithstanding anything to the contrary, I do not agree to pay and you do not intend to charge any rate of interest that is higher than the maximum rate of interest you could charge under applicable law for the extension of credit that is agreed to here (either before or after maturity). If any notice of interest accrual is sent and is in error, we mutually agree to correct it, and if you actually collect more interest than allowed by law and this agreement, you agree to refund it to me.

**INDEX RATE:** The index will serve only as a device for setting the rate on this note. You do not guarantee by selecting this index, or the margin, that the rate on this note will be the same rate you charge on any other loans or class of loans to me or other borrowers.

**ACCRUAL METHOD:** The amount of interest that I will pay on this loan will be calculated using the interest rate and accrual method stated on page 1 of this note. For the purpose of interest calculation, the accrual method will determine the number of days in a "year." If no accrual method is stated, then you may use any reasonable accrual method for calculating interest.

**POST MATURITY RATE:** For purposes of deciding when the "Post Maturity Rate" (shown on page 1) applies, the term "maturity" means the date of the last scheduled payment indicated on page 1 of this note or the date you accelerate payment on the note, whichever is earlier.

**SINGLE ADVANCE LOANS:** If this is a single advance loan, you and I expect that you will make only one advance of principal. However, you may add other amounts to the principal if you make any payments described in the "PAYMENTS BY LENDER" paragraph below.

**MULTIPLE ADVANCE LOANS:** If this is a multiple advance loan, you and I expect that you will make more than one advance of principal. If this is closed end credit, repaying a part of the principal will not entitle me to additional credit.

**PAYMENTS BY LENDER:** If you are authorized to pay, on my behalf, charges I am obligated to pay (such as property insurance premiums), then you may treat those payments made by you as advances and add them to the unpaid principal under this note, or you may demand immediate payment of the charges.

**SET-OFF:** I agree that you may set off any amount due and payable under this note against any right I have to receive money from you.

"Right to receive money from you" means:

(1) any deposit account balance I have with you;

(2) any money owed to me on an item presented to you or in your possession for collection or exchange; and

(3) any repurchase agreement or other nondeposit obligation.

"Any amount due and payable under this note" means the total amount of which you are entitled to demand payment under the terms of this note at the time you set off. This total includes any balance the due date for which you properly accelerate under this note.

If my right to receive money from you is also owned by someone who has not agreed to pay this note, your right of set-off will apply to my interest in the obligation and to any other amounts I could withdraw on my sole request or endorsement. Your right of set-off does not apply to an account or other obligation where my rights are only as a representative. It also does not apply to any Individual Retirement Account or other tax-deferred retirement account.

You will not be liable for the dishonor of any check when the dishonor occurs because you set off this debt against any of my accounts. I agree to hold you harmless from any such claims arising as a result of your exercise of your right of set-off.

**REAL ESTATE OR RESIDENCE SECURITY:** If this note is secured by real estate or a residence that is personal property, the existence of a default and your remedies fo. ..ch a default will be determined by applicable law, by the terms of any separate instrument creating the security interest and, to the extent not prohibited by law and not contrary to the terms of the separate security instrument, by the "Default" and "Remedies" paragraphs herein.

**DEFAULT:** I will be in default if any one or more of the following occur: (1) I fail to make a payment on time or in the amount due; (2) I fail to keep the property insured, if required; (3) I fail to pay, or keep any promise, on any debt or agreement I have with you; (4) any other creditor of mine attempts to collect any debt I owe him through court proceedings; (5) I die, am declared incompetent, make an assignment for the benefit of creditors, or become insolvent (either because my liabilities exceed my assets or I am unable to pay my debts as they become due); (6) I make any written statement or provide any financial information that is untrue or inaccurate at the time it was provided; (7) I do or fail to do something which causes you to believe that you will have difficulty collecting the amount I owe you; (8) any collateral securing this note is used in a manner or for a purpose which threatens confiscation by a legal authority; (9) I change my name or assume an additional name without first notifying you before making such a change; (10) I fail to plant, cultivate and harvest crops in due season if I am a producer of crops; (11) any loan proceeds are used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity, as further explained in 7 C.F.R. Part 1940, Subpart G, Exhibit M.

**REMEDIES:** If I am in default on this note you have, but are not limited to, the following remedies:

(1) You may demand immediate payment of all I owe you under this note (principal, accrued unpaid interest and other accrued charges).

(2) You may set off this debt against any right I have to the payment of money from you, subject to the terms of the "SET-OFF" paragraph herein.

(3) You may demand security, additional security, or additional parties to be obligated to pay this note as a condition for not using any other remedy.

(4) You may refuse to make advances to me or allow purchases on credit by me.

(5) You may use any remedy you have under state or federal law.

By selecting any one or more of these remedies you do not give up your right to later use any other remedy. By waiving your right to declare an event to be a default, you do not waive your right to later consider the event as a default if it continues or happens again.

**COLLECTION COSTS AND ATTORNEY'S FEES:** I agree to pay all costs of collection, replevin or any other or similar type of cost if I am in default. In addition, if you hire an attorney to collect this note, I also agree to pay any fee you incur with such attorney plus court costs (except where prohibited by law). To the extent permitted by the United States Bankruptcy Code, I also agree to pay the reasonable attorney's fees and costs you incur to collect this debt as awarded by any court exercising jurisdiction under the Bankruptcy Code.

**WAIVER:** I give up my rights to require you to do certain things. I will not require you to:

(1) demand payment of amounts due (presentment);

(2) obtain official certification of nonpayment (protest); or

(3) give notice that amounts due have not been paid (notice of dishonor).

I waive any defenses I have based on suretyship or impairment of collateral.

**OBLIGATIONS INDEPENDENT:** I understand that I must pay this note even if someone else has also agreed to pay it (by, for example, signing this form or a separate guarantee or endorsement). You may sue me alone, or anyone else who is obligated on this note, or any number of us together, to collect this note. You may without notice release any party to this agreement without releasing any other party. If you give up any of your rights, with or without notice, it will not affect my duty to pay this note. Any extension of new credit to any of us, or renewal of this note by all or less than all of us will not release me from my duty to pay it. (Of course, you are entitled to only one payment in full.) I agree that you may at your option extend this note or the debt represented by this note, or any portion of the note or debt, from time to time without limit or notice and for any term without affecting my liability for payment of the note. I will not assign my obligation under this agreement without your prior written approval. You may, without notice, fail to perfect your security interest in, impair, or release any security and I will still be obligated to pay this loan.

**FINANCIAL INFORMATION:** I agree to provide you, upon request, any financial statement or information you may deem necessary. I warrant that the financial statements and information I provide to you are or will be accurate, correct and complete.

**NOTICE:** Unless otherwise required by law, any notice to me shall be given by delivering it or by mailing it by first class mail addressed to me at my last known address. My current address is on page 1. I agree to inform you in writing of any change in my address. I will give any notice to you by mailing it first class to your address stated on page 1 of this agreement, or to any other address that you have designated.

**WAIVER OF HEARING PRIOR TO IMMEDIATE POSSESSION: If this loan is for a business purpose I agree to waive the right to five days' notice and a preseizure hearing prior to seizure of any personal property which may secure this loan.**

| DATE OF TRANSACTION | PRINCIPAL ADVANCE | BORROWER'S INITIALS (not required) | PRINCIPAL PAYMENTS | PRINCIPAL BALANCE | INTEREST RATE | INTEREST PAYMENTS | INTEREST PAID THROUGH: |
|---|---|---|---|---|---|---|---|
| | $ | | $ | $ | % | $ | |
| | $ | | $ | $ | % | $ | |
| | $ | | $ | $ | % | $ | |
| | $ | | $ | $ | % | $ | |
| | $ | | $ | $ | % | $ | |
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| | $ | | $ | $ | % | $ | |
| | $ | | $ | $ | % | $ | |
| | $ | | $ | $ | % | $ | |

| BORROWER'S NAME AND ADDRESS | LENDER'S NAME AND ADDRESS | |
|---|---|---|
| MARTIN C CORRY<br>125 SUNNYSIDE LN<br>AIKEN SC 29803 | Security Federal Bank<br>P.O. Box 810<br>Aiken, SC 29802 | Loan Numbe[redacted]<br>Date 10/14/11<br>Maturity Date 10/14/12<br>Loan Amount $ 120,000.00<br>Renewal O[redacted] |
| "I" includes each borrower above, jointly and severally. | "You" means the lender, its successors and assigns. | |

For value received, I promise to pay to you, or your order, at your address listed above the PRINCIPAL sum of ************************ One hundred twenty thousand & no/100 Dollars $ 120,000.00

☒ **Single Advance:** I will receive all of this principal sum on 10/14/11. No additional advances are contemplated under this note.

☐ **Multiple Advance:** The principal sum shown above is the maximum amount of principal I can borrow under this note. On ______ I will receive the amount of $ ______ and future principal advances are contemplated.

**Conditions:** The conditions for future advances are ______

☐ **Open End Credit:** You and I agree that I may borrow up to the maximum amount of principal more than one time. This feature is subject to all other conditions and expires on ______.

☒ **Closed End Credit:** You and I agree that I may borrow up to the maximum only one time (and subject to all other conditions).

**INTEREST:** I agree to pay interest on the outstanding principal balance from OCTOBER 14, 2011 at the rate of 6.25 % per year until OCTOBER 14, 2012.

☐ **Variable Rate:** This rate may then change as stated below.

☐ **Index Rate:** The future rate will be ______ the following index rate: ______

☐ **No Index:** The future rate will not be subject to any internal or external index. It will be entirely in your control.

☐ **Frequency and Timing:** The rate on this note may change as often as ______.

A change in the interest rate will take effect ______.

☐ **Limitations:** During the term of this loan, the applicable annual interest rate will not be more than ______ % or less than ______ %. The rate may not change more than ______ % each ______.

**Effect of Variable Rate:** A change in the interest rate will have the following effect on the payments:

☐ The amount of each scheduled payment will change. ☐ The amount of the final payment will change.

☐ ______.

**ACCRUAL METHOD:** Interest will be calculated on a Actual/360 basis.

**POST MATURITY RATE:** I agree to pay interest on the unpaid balance of this note owing after maturity, and until paid in full, as stated below:

☒ on the same fixed or variable rate basis in effect before maturity (as indicated above).

☐ at a rate equal to ______.

☒ **LATE CHARGE:** If a payment is not made within 10 days after it is due, I agree to pay a late charge of 5.00% Of The Schedule Payment.

☒ **ADDITIONAL CHARGES:** In addition to interest, I agree to pay the following charges which ☐ are ☒ are not included in the principal amount above: $250 LOAN RENEWAL FEE.

**PAYMENTS:** I agree to pay this note as follows:

☒ **Interest:** I agree to pay accrued interest Monthly Beginning - NOVEMBER 14, 2011

☒ **Principal:** I agree to pay the principal At Maturity - OCTOBER 14, 2012

☐ **Installments:** I agree to pay this note in ______ payments. The first payment will be in the amount of $ ______ and will be due ______. A payment of $ ______ will be due ______ thereafter. The final payment of the entire unpaid balance of principal and interest will be due ______.

**ADDITIONAL TERMS:** AT MATURITY, ANY UNPAID PRINCIPAL BALANCE WILL BE PLACED ON MONTHLY PRINCIPAL AND INTEREST PAYMENTS NOT TO EXCEED A 180 MONTH AMORTIZATION

RENEWAL

☒ **SECURITY:** This note is separately secured by (describe separate document by type and date):
1ST REM DATED 10/02/2009 ON 24 +/- ACRES ON SUNNTYSIDE LANE, AIKEN SC 29803;
SECURITY AGREEMENT DATED 10/02/2009

(This section is for your internal use. Failure to list a separate security document does not mean the agreement will not secure this note.)

**PURPOSE:** The purpose of this loan is RENEW LOAN #[redacted].

**SIGNATURES: I AGREE TO THE TERMS OF THIS NOTE (INCLUDING THOSE ON PAGE 2).** I have received a copy on today's date.

MARTIN C CORRY

Signature for Lender

Shane Bagby
AVP/Loan Officer

Experts © 1984, 1991 Bankers Systems, Inc., St. Cloud, MN Form UN-SC 3/7/2002

**DEFINITIONS:** As used on page 1, "[X]" mea... ...ne terms that apply to this loan. "I," "me" or "my" means each Borrower who signs this note and each other person or legal entity (including guarantors, endorsers, and sureties) who agrees to pay this note (together referred to as "us"). "You" or "your" means the Lender and its successors and assigns.

**APPLICABLE LAW:** The law of the state of South Carolina will govern this note. Any term of this note which is contrary to applicable law will not be effective, unless the law permits you and me to agree to such a variation. If any provision of this agreement cannot be enforced according to its terms, this fact will not affect the enforceability of the remainder of this agreement. No modification of this agreement may be made without your express written consent. Time is of the essence in this agreement.

**COMMISSIONS OR OTHER REMUNERATION:** I understand and agree that any insurance premiums paid to insurance companies as part of this note will involve money retained by you or paid back to you as commissions or other remuneration.

In addition, I understand and agree that some other payments to third parties as part of this note may also involve money retained by you or paid back to you as commissions or other remuneration.

**PAYMENTS:** Each payment I make on this note will first reduce the amount I owe you for charges which are neither interest nor principal. The remainder of each payment will then reduce accrued unpaid interest, and then unpaid principal. If you and I agree to a different application of payments, we will describe our agreement on this note. I may prepay a part of, or the entire balance of this loan without penalty, unless we specify to the contrary on this note. Any partial prepayment will not excuse or reduce any later scheduled payment until this note is paid in full (unless, when I make the prepayment, you and I agree in writing to the contrary).

**INTEREST:** Interest accrues on the principal remaining unpaid from time to time, until paid in full. If I receive the principal in more than one advance, each advance will start to earn interest only when I receive the advance. The interest rate in effect on this note at any given time will apply to the entire principal advanced at that time. Notwithstanding anything to the contrary, I do not agree to pay and you do not intend to charge any rate of interest that is higher than the maximum rate of interest you could charge under applicable law for the extension of credit that is agreed to here (either before or after maturity). If any notice of interest accrual is sent and is in error, we mutually agree to correct it, and if you actually collect more interest than allowed by law and this agreement, you agree to refund it to me.

**INDEX RATE:** The index will serve only as a device for setting the rate on this note. You do not guarantee by selecting this index, or the margin, that the rate on this note will be the same rate you charge on any other loans or class of loans to me or other borrowers.

**ACCRUAL METHOD:** The amount of interest that I will pay on this loan will be calculated using the interest rate and accrual method stated on page 1 of this note. For the purpose of interest calculation, the accrual method will determine the number of days in a "year." If no accrual method is stated, then you may use any reasonable accrual method for calculating interest.

**POST MATURITY RATE:** For purposes of deciding when the "Post Maturity Rate" (shown on page 1) applies, the term "maturity" means the date of the last scheduled payment indicated on page 1 of this note or the date you accelerate payment on the note, whichever is earlier.

**SINGLE ADVANCE LOANS:** If this is a single advance loan, you and I expect that you will make only one advance of principal. However, you may add other amounts to the principal if you make any payments described in the "PAYMENTS BY LENDER" paragraph below.

**MULTIPLE ADVANCE LOANS:** If this is a multiple advance loan, you and I expect that you will make more than one advance of principal. If this is closed end credit, repaying a part of the principal will not entitle me to additional credit.

**PAYMENTS BY LENDER:** If you are authorized to pay, on my behalf, charges I am obligated to pay (such as property insurance premiums), then you may treat those payments made by you as advances and add them to the unpaid principal under this note, or you may demand immediate payment of the charges.

**SET-OFF:** I agree that you may set off any amount due and payable under this note against any right I have to receive money from you.

"Right to receive money from you" means:

(1) any deposit account balance I have with you;

(2) any money owed to me on an item presented to you or in your possession for collection or exchange; and

(3) any repurchase agreement or other nondeposit obligation.

"Any amount due and payable under this note" means the total amount of which you are entitled to demand payment under the terms of this note at the time you set off. This total includes any balance the due date for which you properly accelerate under this note.

If my right to receive money from you is also owned by someone who has not agreed to pay this note, your right of set-off will apply to my interest in the obligation and to any other amounts I could withdraw on my sole request or endorsement. Your right of set-off does not apply to an account or other obligation where my rights are only as a representative. It also does not apply to any Individual Retirement Account or other tax-deferred retirement account.

You will not be liable for the dishonor of any check when the dishonor occurs because you set off this debt against any of my accounts. I agree to hold you harmless from any such claims arising as a result of your exercise of your right of set-off.

**REAL ESTATE OR RESIDENCE SECURITY:** If this note is secured by real estate or a residence that is personal property, the existence of a default and your remedies for ...ch a default will be determined by applicable law, by the terms of any separate instrument creating the security interest and, to the extent not prohibited by law and not contrary to the terms of the separate security instrument, by the "Default" and "Remedies" paragraphs herein.

**DEFAULT:** I will be in default if any one or more of the following occur: (1) I fail to make a payment on time or in the amount due; (2) I fail to keep the property insured, if required; (3) I fail to pay, or keep any promise, on any debt or agreement I have with you; (4) any other creditor of mine attempts to collect any debt I owe him through court proceedings; (5) I die, am declared incompetent, make an assignment for the benefit of creditors, or become insolvent (either because my liabilities exceed my assets or I am unable to pay my debts as they become due); (6) I make any written statement or provide any financial information that is untrue or inaccurate at the time it was provided; (7) I do or fail to do something which causes you to believe that you will have difficulty collecting the amount I owe you; (8) any collateral securing this note is used in a manner or for a purpose which threatens confiscation by a legal authority; (9) I change my name or assume an additional name without first notifying you before making such a change; (10) I fail to plant, cultivate and harvest crops in due season if I am a producer of crops; (11) any loan proceeds are used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity, as further explained in 7 C.F.R. Part 1940, Subpart G, Exhibit M.

**REMEDIES:** If I am in default on this note you have, but are not limited to, the following remedies:

(1) You may demand immediate payment of all I owe you under this note (principal, accrued unpaid interest and other accrued charges).

(2) You may set off this debt against any right I have to the payment of money from you, subject to the terms of the "SET-OFF" paragraph herein.

(3) You may demand security, additional security, or additional parties to be obligated to pay this note as a condition for not using any other remedy.

(4) You may refuse to make advances to me or allow purchases on credit by me.

(5) You may use any remedy you have under state or federal law.

By selecting any one or more of these remedies you do not give up your right to later use any other remedy. By waiving your right to declare an event to be a default, you do not waive your right to later consider the event as a default if it continues or happens again.

**COLLECTION COSTS AND ATTORNEY'S FEES:** I agree to pay all costs of collection, replevin or any other or similar type of cost if I am in default. In addition, if you hire an attorney to collect this note, I also agree to pay any fee you incur with such attorney plus court costs (except where prohibited by law). To the extent permitted by the United States Bankruptcy Code, I also agree to pay the reasonable attorney's fees and costs you incur to collect this debt as awarded by any court exercising jurisdiction under the Bankruptcy Code.

**WAIVER:** I give up my rights to require you to do certain things. I will not require you to:

(1) demand payment of amounts due (presentment);

(2) obtain official certification of nonpayment (protest); or

(3) give notice that amounts due have not been paid (notice of dishonor).

I waive any defenses I have based on suretyship or impairment of collateral.

**OBLIGATIONS INDEPENDENT:** I understand that I must pay this note even if someone else has also agreed to pay it (by, for example, signing this form or a separate guarantee or endorsement). You may sue me alone, or anyone else who is obligated on this note, or any number of us together, to collect this note. You may without notice release any party to this agreement without releasing any other party. If you give up any of your rights, with or without notice, it will not affect my duty to pay this note. Any extension of new credit to any of us, or renewal of this note by all or less than all of us will not release me from my duty to pay it. (Of course, you are entitled to only one payment in full.) I agree that you may at your option extend this note or the debt represented by this note, or any portion of the note or debt, from time to time without limit or notice and for any term without affecting my liability for payment of the note. I will not assign my obligation under this agreement without your prior written approval. You may, without notice, fail to perfect your security interest in, impair, or release any security and I will still be obligated to pay this loan.

**FINANCIAL INFORMATION:** I agree to provide you, upon request, any financial statement or information you may deem necessary. I warrant that the financial statements and information I provide to you are or will be accurate, correct and complete.

**NOTICE:** Unless otherwise required by law, any notice to me shall be given by delivering it or by mailing it by first class mail addressed to me at my last known address. My current address is on page 1. I agree to inform you in writing of any change in my address. I will give any notice to you by mailing it first class to your address stated on page 1 of this agreement, or to any other address that you have designated.

**WAIVER OF HEARING PRIOR TO IMMEDIATE POSSESSION: If this loan is for a business purpose I agree to waive the right to five days' notice and a presiezure hearing prior to seizure of any personal property which may secure this loan.**

| DATE OF TRANSACTION | PRINCIPAL ADVANCE | BORROWER'S INITIALS (not required) | PRINCIPAL PAYMENTS | PRINCIPAL BALANCE | INTEREST RATE | INTEREST PAYMENTS | INTEREST PAID THROUGH: |
|---|---|---|---|---|---|---|---|
| | $ | | $ | $ | % | $ | |
| | $ | | $ | $ | % | $ | |
| | $ | | $ | $ | % | $ | |
| | $ | | $ | $ | % | $ | |
| | $ | | $ | $ | % | $ | |
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| | $ | | $ | $ | % | $ | |
| | $ | | $ | $ | % | $ | |
| | $ | | $ | $ | % | $ | |
| | $ | | $ | $ | % | $ | |

NOTICE
THE INSTRUMENT WAS PRESENTED TO THE COURT OF COMMON PLEAS FOR AIKEN COUNTY, SOUTH CAROLINA ON 9/26/16 AS AN EXHIBIT IN COLLECTION AND/OR FORECLOSURE PROCEEDING. A TRUE COPY WAS SUBSTITUTED, MARKED AND RETAINED BY THE COURT.

*(page 2 of 2)*

EN RED JAN 2 3 2013

| BORROWER'S NAME AND ADDRESS | LENDER'S NAME AND ADDRESS | |
|---|---|---|
| MARTIN C CORRY<br>125 SUNNYSIDE LN<br>AIKEN SC 29803 | Security Federal Bank<br>PO Box 810<br>Aiken, SC 29802 | Loan Number [redacted]<br>Date 12/10/12<br>Maturity Date 12/14/15<br>Loan Amount $ 120,000.00<br>Renewal Of [redacted] |
| "I" includes each borrower above, jointly and severally. | "You" means the lender, its successors and assigns. | |

For value received, I promise to pay to you, or your order, at your address listed above the **PRINCIPAL** sum of ************************ One hundred twenty thousand & no/100 Dollars $ 120,000.00

☒ **Single Advance:** I will receive all of this principal sum on 12/10/12 . No additional advances are contemplated under this note.

☐ **Multiple Advance:** The principal sum shown above is the maximum amount of principal I can borrow under this note. On ______ I will receive the amount of $______ and future principal advances are contemplated.

**Conditions:** The conditions for future advances are ______

☐ **Open End Credit:** You and I agree that I may borrow up to the maximum amount of principal more than one time. This feature is subject to all other conditions and expires on ______ .

☒ **Closed End Credit:** You and I agree that I may borrow up to the maximum only one time (and subject to all other conditions).

**INTEREST:** I agree to pay interest on the outstanding principal balance from DECEMBER 10, 2012 at the rate of 5.25 % per year until DECEMBER 14, 2015 .

☐ **Variable Rate:** This rate may then change as stated below.

☐ **Index Rate:** The future rate will be ______ the following index rate: ______

☐ **No Index:** The future rate will not be subject to any internal or external index. It will be entirely in your control.

☐ **Frequency and Timing:** The rate on this note may change as often as ______ .

A change in the interest rate will take effect ______ .

☐ **Limitations:** During the term of this loan, the applicable annual interest rate will not be more than ______ % or less than ______ %. The rate may not change more than ______ % each ______ .

**Effect of Variable Rate:** A change in the interest rate will have the following effect on the payments:

☐ The amount of each scheduled payment will change. ☐ The amount of the final payment will change.

☐ ______ .

**ACCRUAL METHOD:** Interest will be calculated on a Actual/360 basis.

**POST MATURITY RATE:** I agree to pay interest on the unpaid balance of this note owing after maturity, and until paid in full, as stated below:

☒ on the same fixed or variable rate basis in effect before maturity (as indicated above).

☐ at a rate equal to ______ .

☒ **LATE CHARGE:** If a payment is not made within 10 days after it is due, I agree to pay a late charge of 5.00% Of The Schedule Payment .

☒ **ADDITIONAL CHARGES:** In addition to interest, I agree to pay the following charges which ☐ are ☒ are not included in the principal amount above: $250 LOAN RENEWAL FEE; $100 ADMINISTRATIVE FEE .

**PAYMENTS:** I agree to pay this note as follows:

☐ **Interest:** I agree to pay accrued interest ______

☐ **Principal:** I agree to pay the principal ______

☒ **Installments:** I agree to pay this note in 36 payments. The first payment will be in the amount of $ 814.17 and will be due JANUARY 14, 2013 . A payment of $ 814.17 will be due on the 14th day of each month thereafter. The final payment of the entire unpaid balance of principal and interest will be due DECEMBER 14, 2015 .

**ADDITIONAL TERMS:** THIS LOAN IS FOR 36 MONTHS BASED ON A 240 MONTH AMORTIZATION SCHEDULE

☒ **SECURITY:** This note is separately secured by (describe separate document by type and date):
REM DTD 10/02/09 ON 24 +/- ACRES ON
SUNNYSIDE LANE, AIKEN SC 29803
SECURITY AGREEMENT DTD 10/02/09

(This section is for your internal use. Failure to list a separate security document does not mean the agreement will not secure this note.)

**PURPOSE:** The purpose of this loan is RENEW/AMORTIZE LOAN # [redacted] .

**SIGNATURES: I AGREE TO THE TERMS OF THIS NOTE (INCLUDING THOSE ON PAGE 2).** I have received a copy on today's date.

Signature for Lender

Shane Bagby
VP/BUSINESS DEVELOPMENT

MARTIN C CORRY

**DEFINITIONS:** As used on page 1, "☒" means the terms that apply to this loan. "I," "me" or "my" means each Borrower who signs this note and each other person or legal entity (including guarantors, endorsers, and sureties) who agrees to pay this note (together referred to as "us"). "You" or "your" means the Lender and its successors and assigns.
**APPLICABLE LAW:** The law of the state of South Carolina will govern this note. Any term of this note which is contrary to applicable law will not be effective, unless the law permits you and me to agree to such a variation. If any provision of this agreement cannot be enforced according to its terms, this fact will not affect the enforceability of the remainder of this agreement. No modification of this agreement may be made without your express written consent. Time is of the essence in this agreement.
**COMMISSIONS OR OTHER REMUNERATION:** I understand and agree that any insurance premiums paid to insurance companies as part of this note will involve money retained by you or paid back to you as commissions or other remuneration.

In addition, I understand and agree that some other payments to third parties as part of this note may also involve money retained by you or paid back to you as commissions or other remuneration.
**PAYMENTS:** Each payment I make on this note will first reduce the amount I owe you for charges which are neither interest nor principal. The remainder of each payment will then reduce accrued unpaid interest, and then unpaid principal. If you and I agree to a different application of payments, we will describe our agreement on this note. I may prepay a part of, or the entire balance of this loan without penalty, unless we specify to the contrary on this note. Any partial prepayment will not excuse or reduce any later scheduled payment until this note is paid in full (unless, when I make the prepayment, you and I agree in writing to the contrary).
**INTEREST:** Interest accrues on the principal remaining unpaid from time to time, until paid in full. If I receive the principal in more than one advance, each advance will start to earn interest only when I receive the advance. The interest rate in effect on this note at any given time will apply to the entire principal advanced at that time. Notwithstanding anything to the contrary, I do not agree to pay and you do not intend to charge any rate of interest that is higher than the maximum rate of interest you could charge under applicable law for the extension of credit that is agreed to here (either before or after maturity). If any notice of interest accrual is sent and is in error, we mutually agree to correct it, and if you actually collect more interest than allowed by law and this agreement, you agree to refund it to me.
**INDEX RATE:** The index will serve only as a device for setting the rate on this note. You do not guarantee by selecting this index, or the margin, that the rate on this note will be the same rate you charge on any other loans or class of loans to me or other borrowers.
**ACCRUAL METHOD:** The amount of interest that I will pay on this loan will be calculated using the interest rate and accrual method stated on page 1 of this note. For the purpose of interest calculation, the accrual method will determine the number of days in a "year." If no accrual method is stated, then you may use any reasonable accrual method for calculating interest.
**POST MATURITY RATE:** For purposes of deciding when the "Post Maturity Rate" (shown on page 1) applies, the term "maturity" means the date of the last scheduled payment indicated on page 1 of this note or the date you accelerate payment on the note, whichever is earlier.
**SINGLE ADVANCE LOANS:** If this is a single advance loan, you and I expect that you will make only one advance of principal. However, you may add other amounts to the principal if you make any payments described in the "PAYMENTS BY LENDER" paragraph below.
**MULTIPLE ADVANCE LOANS:** If this is a multiple advance loan, you and I expect that you will make more than one advance of principal. If this is closed end credit, repaying a part of the principal will not entitle me to additional credit.
**PAYMENTS BY LENDER:** If you are authorized to pay, on my behalf, charges I am obligated to pay (such as property insurance premiums), then you may treat those payments made by you as advances and add them to the unpaid principal under this note, or you may demand immediate payment of the charges.
**SET-OFF:** I agree that you may set off any amount due and payable under this note against any right I have to receive money from you.

"Right to receive money from you" means:

(1) any deposit account balance I have with you;
(2) any money owed to me on an item presented to you or in your possession for collection or exchange; and
(3) any repurchase agreement or other nondeposit obligation.

"Any amount due and payable under this note" means the total amount of which you are entitled to demand payment under the terms of this note at the time you set off. This total includes any balance the due date for which you properly accelerate under this note.

If my right to receive money from you is also owned by someone who has not agreed to pay this note, your right of set-off will apply to my interest in the obligation and to any other amounts I could withdraw on my sole request or endorsement. Your right of set-off does not apply to an account or other obligation where my rights are only as a representative. It also does not apply to any Individual Retirement Account or other tax-deferred retirement account.

You will not be liable for the dishonor of any check when the dishonor occurs because you set off this debt against any of my accounts. I agree to hold you harmless from any such claims arising as a result of your exercise of your right of set-off.
**REAL ESTATE OR RESIDENCE SECURITY:** If this note is secured by real estate or a residence that is personal property, the existence of a default and your remedies for such a default will be determined by applicable law, by the terms of any separate instrument creating the security interest and, to the extent not prohibited by law and not contrary to the terms of the separate security instrument, by the "Default" and "Remedies" paragraphs herein.
**DEFAULT:** I will be in default if any one or more of the following occur: (1) I fail to make a payment on time or in the amount due; (2) I fail to keep the property insured, if required; (3) I fail to pay, or keep any promise, on any debt or agreement I have with you; (4) any other creditor of mine attempts to collect any debt I owe him through court proceedings; (5) I die, am declared incompetent, make an assignment for the benefit of creditors, or become insolvent (either because my liabilities exceed my assets or I am unable to pay my debts as they become due); (6) I make any written statement or provide any financial information that is untrue or inaccurate at the time it was provided; (7) I do or fail to do something which causes you to believe that you will have difficulty collecting the amount I owe you; (8) any collateral securing this note is used in a manner or for a purpose which threatens confiscation by a legal authority; (9) I change my name or assume an additional name without first notifying you before making such a change; (10) I fail to plant, cultivate and harvest crops in due season if I am a producer of crops; (11) any loan proceeds are used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity, as further explained in 7 C.F.R. Part 1940, Subpart G, Exhibit M.
**REMEDIES:** If I am in default on this note you have, but are not limited to, the following remedies:

(1) You may demand immediate payment of all I owe you under this note (principal, accrued unpaid interest and other accrued charges).
(2) You may set off this debt against any right I have to the payment of money from you, subject to the terms of the "SET-OFF" paragraph herein.
(3) You may demand security, additional security, or additional parties to be obligated to pay this note as a condition for not using any other remedy.
(4) You may refuse to make advances to me or allow purchases on credit by me.
(5) You may use any remedy you have under state or federal law.

By selecting any one or more of these remedies you do not give up your right to later use any other remedy. By waiving your right to declare an event to be a default, you do not waive your right to later consider the event as a default if it continues or happens again.
**COLLECTION COSTS AND ATTORNEY'S FEES:** I agree to pay all costs of collection, replevin or any other or similar type of cost if I am in default. In addition, if you hire an attorney to collect this note, I also agree to pay any fee you incur with such attorney plus court costs (except where prohibited by law). To the extent permitted by the United States Bankruptcy Code, I also agree to pay the reasonable attorney's fees and costs you incur to collect this debt as awarded by any court exercising jurisdiction under the Bankruptcy Code.
**WAIVER:** I give up my rights to require you to do certain things. I will not require you to:

(1) demand payment of amounts due (presentment);
(2) obtain official certification of nonpayment (protest); or
(3) give notice that amounts due have not been paid (notice of dishonor).

I waive any defenses I have based on suretyship or impairment of collateral.
**OBLIGATIONS INDEPENDENT:** I understand that I must pay this note even if someone else has also agreed to pay it (by, for example, signing this form or a separate guarantee or endorsement). You may sue me alone, or anyone else who is obligated on this note, or any number of us together, to collect this note. You may without notice release any party to this agreement without releasing any other party. If you give up any of your rights, with or without notice, it will not affect my duty to pay this note. Any extension of new credit to any of us, or renewal of this note by all or less than all of us will not release me from my duty to pay it. (Of course, you are entitled to only one payment in full.) I agree that you may at your option extend this note or the debt represented by this note, or any portion of the note or debt, from time to time without limit or notice and for any term without affecting my liability for payment of the note. I will not assign my obligation under this agreement without your prior written approval. You may, without notice, fail to perfect your security interest in, impair, or release any security and I will still be obligated to pay this loan.
**FINANCIAL INFORMATION:** I agree to provide you, upon request, any financial statement or information you may deem necessary. I warrant that the financial statements and information I provide to you are or will be accurate, correct and complete.
**NOTICE:** Unless otherwise required by law, any notice to me shall be given by delivering it or by mailing it by first class mail addressed to me at my last known address. My current address is on page 1. I agree to inform you in writing of any change in my address. I will give any notice to you by mailing it first class to your address stated on page 1 of this agreement, or to any other address that you have designated.

**WAIVER OF HEARING PRIOR TO IMMEDIATE POSSESSION: If this loan is for a business purpose I agree to waive the right to five days' notice and a preseizure hearing prior to seizure of any personal property which may secure this loan.**

| DATE OF TRANSACTION | PRINCIPAL ADVANCE | BORROWER'S INITIALS (not required) | PRINCIPAL PAYMENTS | PRINCIPAL BALANCE | INTEREST RATE | INTEREST PAYMENTS | INTEREST PAID THROUGH: |
|---|---|---|---|---|---|---|---|
| | $ | | $ | $ | % | $ | |
| | $ | | $ | $ | % | $ | |
| | $ | | $ | $ | % | $ | |
| | $ | | $ | $ | % | $ | |
| | $ | | $ | $ | % | $ | |
| | $ | | $ | $ | % | $ | |
| | $ | | $ | $ | % | $ | |
| | $ | | $ | $ | % | $ | |
| | $ | | $ | $ | % | $ | |
| | $ | | $ | $ | % | $ | |
| | $ | | $ | $ | % | $ | |

(page 2 of 2)

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STATE OF SOUTH CAROLINA
I, Judith Warner Clerk of R.M.C. for Aiken County, South Carolina, do hereby certify that the foregoing constitutes a true and correct copy of the original document which has been filed in my office.

5 day of April, 2010
Judith V. Warner
R.M.C. Aiken County, S.C.
Lynn Stembridge
Deputy Clerk

This document was prepared by (name, address, phone):
Security Federal Bank
P.O. Box 810
Aiken, SC 29802

Wm. Ra
Smith Massey Bro
Post
Aiken, So

2009025387
MORTGAGE
RECORDING FEES $15.00
PRESENTED & RECORDED
10-07-2009 08:30 AM
JUDITH WARNER
REGISTER OF MESNE CONVEYANCE
AIKEN COUNTY, SC
BY: LYNN STEMBRIDGE DEPUTY
BK: RB 4279
PG: 195 - 203

State of South Carolina ——— Space Above This Line For Recording Data

# REAL ESTATE MORTGAGE
(With Future Advance Clause)

1. **DATE AND PARTIES.** The date of this Mortgage is OCTOBER 02, 2009 and the parties and their addresses are as follows:

MORTGAGOR: MARTIN C CORRY
125 SUNNYSIDE LN
AIKEN SC 29803

☐ Refer to the Addendum which is attached and incorporated herein for additional Mortgagors.

LENDER: Security Federal Bank
P.O. Box 810
Aiken, SC 29802

2. **MORTGAGE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (hereafter defined), Mortgagor grants, bargains, conveys and mortgages to Lender the following described property:
*SEE EXHIBIT 'A' ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

The property is located in AIKEN (County) at ________
________ (Address), AIKEN (City), South Carolina 29803-0000 (Zip Code)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, crops, timber, all diversion payments or third party payments made to crop producers, and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property"). The term Property also includes, but is not limited to, any and all water wells, water, ditches, reservoirs, reservoir sites and dams located on the real estate and all riparian and water rights associated with the Property, however established.

EXHIBIT
tabbies
B

3. **MAXIMUM OBLIGATION LIMIT.** The total principal amount of the Secured Debt (hereafter defined) secured by this Mortgage at any one time shall not exceed $ 120,000.00 . This limitation of amount does not include interest, loan charges, commitment fees, brokerage commissions, attorneys' fees and other charges validly made pursuant to this Mortgage and does not apply to advances (or interest accrued on such advances) made under the terms of this Mortgage to protect Lender's security and to perform any of the covenants contained in this Mortgage. Interest under the Note will be deferred, accrued or capitalized; however, Mortgagee shall not be required to defer, accrue or capitalize any interest except as provided in the Note. Future advances are contemplated and, along with other future obligations, are secured by this Mortgage even though all or part may not yet be advanced. Nothing in this Mortgage, however, shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment would need to be agreed to in a separate writing.

4. **SECURED DEBT DEFINED.** The term "Secured Debt" includes, but is not limited to, the following:
   A. The promissory note(s), contract(s), guaranty(ies) or other evidence of debt described below and all extensions, renewals, modifications or substitutions (Evidence of Debt) *(e.g., borrower's name, note amount, interest rate, maturity date)*:

      Note Dated OCTOBER 02, 2009 In The Amount Of $120,000.00
      Accruing At A Rate Of 6.25 % With A Maturity Date Of OCTOBER 15, 2010 .
      Said Loan In The Name(s) Of MARTIN C CORRY

   B. All future advances from Lender to Mortgagor or other future obligations of Mortgagor to Lender under any promissory note, contract, guaranty, or other evidence of debt existing now or executed after this Mortgage whether or not this Mortgage is specifically referred to in the evidence of debt.
   C. All obligations Mortgagor owes to Lender, which now exist or may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Mortgagor and Lender.
   D. All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Mortgage, plus interest at the highest rate in effect, from time to time, as provided in the Evidence of Debt.
   E. Mortgagor's performance under the terms of any instrument evidencing a debt by Mortgagor to Lender and any Mortgage securing, guarantying, or otherwise relating to the debt.

If more than one person signs this Mortgage as Mortgagor, each Mortgagor agrees that this Mortgage will secure all future advances and future obligations described above that are given to or incurred by any one or more Mortgagor, or any one or more Mortgagor and others. This Mortgage will not secure any other debt if Lender fails, with respect to such other debt, to make any required disclosure about this Mortgage or if Lender fails to give any required notice of the right of rescission.

5. **PAYMENTS.** Mortgagor agrees to make all payments on the Secured Debt when due and in accordance with the terms of the Evidence of Debt or this Mortgage.

6. **WARRANTY OF TITLE.** Mortgagor covenants that Mortgagor is lawfully seized of the estate conveyed by this Mortgage and has the right to grant, bargain, convey, sell, and mortgage the Property and warrants that the Property is unencumbered, except for encumbrances of record.

7. **CLAIMS AGAINST TITLE.** Mortgagor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Mortgagor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Mortgagor's payment. Mortgagor will defend title to the Property against any claims that would impair the lien of this Mortgage. Mortgagor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses which Mortgagor may have against parties who supply labor or materials to improve or maintain the Property.

8. **PRIOR SECURITY INTERESTS.** With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property and that may have priority over this Mortgage, Mortgagor agrees:
   A. To make all payments when due and to perform or comply with all covenants.
   B. To promptly deliver to Lender any notices that Mortgagor receives from the holder.
   C. Not to make or permit any modification or extension of, and not to request or accept any future advances under any note or agreement secured by, the other mortgage, deed of trust or security agreement unless Lender consents in writing.

9. **DUE ON SALE OR ENCUMBRANCE.** Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of any lien, encumbrance, transfer, or sale, or contract for any of these on the Property. However, if the Property includes Mortgagor's residence, this section shall be subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable. For the purposes of this section, the term "Property" also includes any interest to all or any part of the Property. This covenant shall run with the Property and shall remain in effect until the Secured Debt is paid in full and this Mortgage is released.

MCC *(page 2 of 8)*

**EXHIBIT A**

Parcel 1: All that certain piece, parcel or tract of land, containing 6.361 acres more or less, situate, lying and being in the Western section of Midway Estates in Aiken County, South Carolina located approximately 4.5 miles South of the City of Aiken, and located West of S. C. Highway No. 19 (Whiskey Road), said parcel being bounded as follows: NORTH by property of J. Gary George and Idell Young George for 331.4 feet; NORTHEAST by the right-of-way of a County road for 224.6 feet; EAST by the right-of-way of a road on several lines for 270.0 feet, 125.0 feet; 190.0 feet, and 130.0 feet; also EAST by lot 6 of Midway Estates for 275.0 feet (being erroneously designated Lot 18 on the plat referred to hereinafter); SOUTH by property now or formerly of Murphy and Lard, for 438.0 feet; and WEST by property now or formerly of DAVES for 706.4 feet, all measurements being more or less. Said parcel is more fully shown and delineated upon plat made by Don W. Taylor, Registered Land, Surveyor, dated March 14, 1977, reference to said plat being expressly made as a part and parcel of this description. The property described above consists of portions of Lots 11 and 12 and all lots 13, 14 and 15 as shown on plat of Midway Estates recorded in Plat Book 4 at page 75 of the records of Aiken County, and also includes a triangular lot lying West of Lot 15 shown upon said Midway Estates plat. Being the same property conveyed unto Oscar L. Lard and Beverly Smart Lard, by deed of Edward F. Becker and Cecil H. Seigler, Jr. dated April 14, 1977, recorded April 14, 1977, in Title Book 555, page 285, Records of Aiken County. That Oscar L. Lard died February 9, 1999 as reflected in File No. 99ES02160 Probate Records of Aiken County. Being the same property conveyed unto Oscar L. Lard by Quit Claim deed dated March 17, 2005, recorded March 21, 2005, in Title Book 2499, Page 89, Records of Aiken County.

Parcel No. 124-07-06-003

Parcel 2: All that certain piece, parcel or tract of land, with any improvements thereon, situate, lying and being in the County of Aiken, State of South Carolina, in Aiken Attendance Area No. 1 and being Tract B containing 17.8 acres, more or less, as shown and designated on a certain plat of two tracts designated thereon as Tract A & B made by J. Hord Allen, II R. L. S. dated January 25, 1996 recorded in Plat Book 3, page 31, Records of Aiken County, and according to said plat to bound as follows: NORTH by lands of Gosnell; EAST by Tract A, said plat; SOUTHWEST by lands of Dean; and NORTHWEST by lands of LeGrand, and bounds being now or formerly. Reference is made to said plat for a more accurate and complete description of the metes and bounds of the subject property. Being the same property conveyed unto Oscar L. Lard, II by Deed of Distribution from the Estate of Oscar LeJune Lard dated December 3, 1999 and recorded in Deed Book 1936, page 328, Records of Aiken County

Parcel No. 124-11-01-001

Derivation: Parcel 1 and Parcel 2 being the identical property conveyed unto Martin Corry by deed recorded in Deed Book 2499 at Page 93, thereafter re-recorded in Deed book 2519 at Page 111, RMC for Aiken County South Carolina.

10. **TRANSFER OF AN INTEREST IN THE MORTGAGOR.** If Mortgagor is an entity other than a natural person (such as a corporation or other organization), Lender may demand immediate payment if (1) a beneficial interest in Mortgagor is sold or transferred; (2) there is a change in either the identity or number of members of a partnership or similar entity; or (3) there is a change in ownership of more than 25 percent of the voting stock of a corporation or similar entity. However, Lender may not demand payment in the above situations if it is prohibited by law as of the date of this Mortgage.

11. **ENTITY WARRANTIES AND REPRESENTATIONS.** If Mortgagor is an entity other than a natural person (such as a corporation or other organization), Mortgagor makes to Lender the following warranties and representations which shall be continuing as long as the Secured Debt remains outstanding:
    A. Mortgagor is an entity which is duly organized and validly existing in the Mortgagor's state of incorporation (or organization). Mortgagor is in good standing in all states in which Mortgagor transacts business. Mortgagor has the power and authority to own the Property and to carry on its business as now being conducted and, as applicable, is qualified to do so in each state in which Mortgagor operates.
    B The execution, delivery and performance of this Mortgage by Mortgagor and the obligation evidenced by the Evidence of Debt are within the power of Mortgagor, have been duly authorized, have received all necessary governmental approval, and will not violate any provision of law, or order of court or governmental agency.
    C. Other than disclosed in writing Mortgagor has not changed its name within the last ten years and has not used any other trade or fictitious name. Without Lender's prior written consent, Mortgagor does not and will not use any other name and will preserve its existing name, trade names and franchises until the Secured Debt is satisfied.

12. **PROPERTY CONDITION, ALTERATIONS AND INSPECTION.** Mortgagor will keep the Property in good condition and make all repairs that are reasonably necessary. Mortgagor will give Lender prompt notice of any loss or damage to the Property. Mortgagor will keep the Property free of noxious weeds and grasses. Mortgagor will not initiate, join in or consent to any change in any private restrictive covenant, zoning ordinance or other public or private restriction limiting or defining the uses which may be made of the Property or any part of the Property, without Lender's prior written consent. Mortgagor will notify Lender of all demands, proceedings, claims, and actions against Mortgagor or any other owner made under law or regulation regarding use, ownership and occupancy of the Property. Mortgagor will comply with all legal requirements and restrictions, whether public or private, with respect to the use of the Property. Mortgagor also agrees that the nature of the occupancy and use will not change without Lender's prior written consent.

    No portion of the Property will be removed, demolished or materially altered without Lender's prior written consent except that Mortgagor has the right to remove items of personal property comprising a part of the Property that become worn or obsolete, provided that such personal property is replaced with other personal property at least equal in value to the replaced personal property, free from any title retention device, security agreement or other encumbrance. Such replacement of personal property will be deemed subject to the security interest created by this Mortgage. Mortgagor shall not partition or subdivide the Property without Lender's prior written consent. Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Any inspection of the Property shall be entirely for Lender's benefit and Mortgagor will in no way rely on Lender's inspection.

13. **AUTHORITY TO PERFORM.** If Mortgagor fails to perform any of Mortgagor's duties under this Mortgage, or any other mortgage, deed of trust, security agreement or other lien document that has priority over this Mortgage, Lender may, without notice, perform the duties or cause them to be performed. Mortgagor appoints Lender as attorney in fact to sign Mortgagor's name or pay any amount necessary for performance. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may do whatever is necessary to protect Lender's security interest in the Property. This may include completing the construction.

    Lender's right to perform for Mortgagor shall not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Mortgage. Any amounts paid by Lender for insuring, preserving or otherwise protecting the Property and Lender's security interest will be due on demand and will bear interest from the date of the payment until paid in full at the interest rate in effect from time to time according to the terms of the Evidence of Debt.

14. **ASSIGNMENT OF LEASES AND RENTS.** Mortgagor assigns, grants, bargains, conveys and mortgages to Lender as additional security all the right, title and interest in the following (Property).
    A. Existing or future leases, subleases, licenses, guaranties and any other written or verbal agreements for the use and occupancy of the Property, including but not limited to, any extensions, renewals, modifications or replacements (Leases).
    B. Rents, issues and profits, including but not limited to, security deposits, minimum rents, percentage rents, additional rents, common area maintenance charges, parking charges, real estate taxes, other applicable taxes, insurance premium contributions, liquidated damages following default, cancellation premiums, "loss of rents" insurance, guest receipts, revenues, royalties, proceeds, bonuses, accounts, contract rights, general intangibles, and all rights and claims which Mortgagor may have that in any way pertain to or are on account of the use or occupancy of the whole or any part of the Property (Rents).

    In the event any item listed as Leases or Rents is determined to be personal property, this Assignment will also be regarded as a security agreement.

    Mortgagor will promptly provide Lender with copies of the Leases and will certify these Leases are true and correct copies. The existing Leases will be provided on execution of the Assignment, and all future Leases and any other information with respect to these Leases will be provided immediately after they are executed. Mortgagor may collect, receive, enjoy and use the Rents so long as Mortgagor is not in default. Mortgagor will not collect in advance any Rents due in future lease periods, unless Mortgagor first obtains Lender's written consent. Upon default, Mortgagor will receive any Rents in trust for Lender and Mortgagor will not commingle the Rents with any other funds. When Lender so directs, Mortgagor will endorse and deliver any payments of Rents from the Property to Lender. Amounts collected will be applied at Lender's discretion to the Secured Debts, the costs of managing, protecting and preserving the Property, and other necessary expenses. Mortgagor agrees that this Security Instrument is immediately effective between Mortgagor and Lender and effective as to third parties on the recording of this Assignment.

As long as this Assignment is in effect, Mortgagor warrants and represents that no default exists under the Leases, and the parties subject to the Leases have not violated any applicable law on leases, licenses and landlords and tenants. Mortgagor, at its sole cost and expense, will keep, observe and perform, and require all other parties to the Leases to comply with the Leases and any applicable law. If Mortgagor or any party to the Lease defaults or fails to observe any applicable law, Mortgagor will promptly notify Lender. If Mortgagor neglects or refuses to enforce compliance with the terms of the Leases, then Lender may, at Lender's option, enforce compliance.

Mortgagor will not sublet, modify, extend, cancel, or otherwise alter the Leases, or accept the surrender of the Property covered by the Leases (unless the Leases so require) without Lender's consent. Mortgagor will not assign, compromise, subordinate or encumber the Leases and Rents without Lender's prior written consent. Lender does not assume or become liable for the Property's maintenance, depreciation, or other losses or damages when Lender acts to manage, protect or preserve the Property, except for losses and damages due to Lender's gross negligence or intentional torts. Otherwise, Mortgagor will indemnify Lender and hold Lender harmless for all liability, loss or damage that Lender may incur when Lender opts to exercise any of its remedies against any party obligated under the Leases.

15. **CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS.** If the Property includes a unit in a condominium or a planned unit development, Mortgagor will perform all of Mortgagor's duties under the covenants, by-laws, or regulations of the condominium or planned unit development.

16. **DEFAULT.** Mortgagor will be in default if any of the following occur:
    - A. Any party obligated on the Secured Debt fails to make payment when due;
    - B. A breach of any term or covenant in this Mortgage, any prior mortgage or any construction loan agreement, security agreement or any other document evidencing, guarantying, securing or otherwise relating to the Secured Debt;
    - C. The making or furnishing of any verbal or written representation, statement or warranty to Lender that is false or incorrect in any material respect by Mortgagor or any person or entity obligated on the Secured Debt;
    - D. The death, dissolution, or insolvency of, appointment of a receiver for, or application of any debtor relief law to, Mortgagor or any person or entity obligated on the Secured Debt;
    - E. A good faith belief by Lender at any time that Lender is insecure with respect to any person or entity obligated on the Secured Debt or that the prospect of any payment is impaired or the value of the Property is impaired;
    - F. A material adverse change in Mortgagor's business including ownership, management, and financial conditions, which Lender in its opinion believes impairs the value of the Property or repayment of the Secured Debt; or
    - G. Any loan proceeds are used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity, as further explained in 7 C.F.R. Part 1940, Subpart G, Exhibit M.

17. **REMEDIES ON DEFAULT.** In some instances, federal and state law will require Lender to provide Mortgagor with notice of the right to cure, mediation notices or other notices and may establish time schedules for foreclosure actions. Subject to these limitations, if any, Lender may accelerate the Secured Debt and foreclose this Mortgage in a manner provided by law if this Mortgagor is in default.

    At the option of Lender, all or any part of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, after giving notice if required by law, upon the occurrence of a default or anytime thereafter. In addition, Lender shall be entitled to all the remedies provided by law, the Evidence of Debt, other evidences of debt, this Mortgage and any related documents. All remedies are distinct, cumulative and not exclusive, and the Lender is entitled to all remedies provided at law or equity, whether expressly set forth or not. The acceptance by Lender of any sum in payment or partial payment on the Secured Debt after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Lender's right to require full and complete cure of any existing default. By not exercising any remedy on Mortgagor's default, Lender does not waive Lender's right to later consider the event a default if it continues or happens again.

18. **EXPENSES; ADVANCES ON COVENANTS; ATTORNEYS' FEES; COLLECTION COSTS.** Except when prohibited by law, Mortgagor agrees to pay all of Lender's expenses if Mortgagor breaches any covenant in this Mortgage. Mortgagor will also pay on demand all of Lender's expenses incurred in collecting, insuring, preserving or protecting the Property or in any inventories, audits, inspections or other examination by Lender in respect to the Property. Mortgagor agrees to pay all costs and expenses incurred by Lender in enforcing or protecting Lender's rights and remedies under this Mortgage, including, but not limited to, attorneys' fees, court costs, and other legal expenses. Once the Secured Debt is fully and finally paid, Lender agrees to release this Mortgage and Mortgagor agrees to pay for any recordation costs. All such amounts are due on demand and will bear interest from the time of the advance at the highest rate in effect, from time to time, as provided in the Evidence of Debt and as permitted by law.

19. **ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES.** As used in this section, (1) "Environmental Law" means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) "Hazardous Substance" means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has

characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste" or "hazardous substance" under any Environmental Law. Mortgagor represents, warrants and agrees that, except as previously disclosed and acknowledged in writing:

A. No Hazardous Substance has been, is, or will be located, transported, manufactured, treated, refined, or handled by any person on, under or about the Property, except in the ordinary course of business and in strict compliance with all applicable Environmental Law.

B. Mortgagor has not and will not cause, contribute to, or permit the release of any Hazardous Substance on the Property.

C. Mortgagor will immediately notify Lender if (1) a release or threatened release of Hazardous Substance occurs on, under or about the Property or migrates or threatens to migrate from nearby property; or (2) there is a violation of any Environmental Law concerning the Property. In such an event, Mortgagor will take all necessary remedial action in accordance with Environmental Law.

D. Mortgagor has no knowledge of or reason to believe there is any pending or threatened investigation, claim, or proceeding of any kind relating to (1) any Hazardous Substance located on, under or about the Property; or (2) any violation by Mortgagor or any tenant of any Environmental Law. Mortgagor will immediately notify Lender in writing as soon as Mortgagor has reason to believe there is any such pending or threatened investigation, claim, or proceeding. In such an event, Lender has the right, but not the obligation, to participate in any such proceeding including the right to receive copies of any documents relating to such proceedings.

E. Mortgagor and every tenant have been, are and shall remain in full compliance with any applicable Environmental Law.

F. There are no underground storage tanks, private dumps or open wells located on or under the Property and no such tank, dump or well will be added unless Lender first consents in writing.

G. Mortgagor will regularly inspect the Property, monitor the activities and operations on the Property, and confirm that all permits, licenses or approvals required by any applicable Environmental Law are obtained and complied with.

H. Mortgagor will permit, or cause any tenant to permit, Lender or Lender's agent to enter and inspect the Property and review all records at any reasonable time to determine (1) the existence, location and nature of any Hazardous Substance on, under or about the Property; (2) the existence, location, nature, and magnitude of any Hazardous Substance that has been released on, under or about the Property; or (3) whether or not Mortgagor and any tenant are in compliance with applicable Environmental Law.

I. Upon Lender's request and at any time, Mortgagor agrees, at Mortgagor's expense, to engage a qualified environmental engineer to prepare an environmental audit of the Property and to submit the results of such audit to Lender. The choice of the environmental engineer who will perform such audit is subject to Lender's approval.

J. Lender has the right, but not the obligation, to perform any of Mortgagor's obligations under this section at Mortgagor's expense.

K. As a consequence of any breach of any representation, warranty or promise made in this section, (1) Mortgagor will indemnify and hold Lender and Lender's successors or assigns harmless from and against all losses, claims, demands, liabilities, damages, cleanup, response and remediation costs, penalties and expenses, including without limitation all costs of litigation and attorneys' fees, which Lender and Lender's successors or assigns may sustain; and (2) at Lender's discretion, Lender may release this Mortgage and in return Mortgagor will provide Lender with collateral of at least equal value to the Property secured by this Mortgage without prejudice to any of Lender's rights under this Mortgage.

L. Notwithstanding any of the language contained in this Mortgage to the contrary, the terms of this section shall survive any foreclosure or satisfaction of this Mortgage regardless of any passage of title to Lender or any disposition by Lender of any or all of the Property. Any claims and defenses to the contrary are hereby waived.

20. **CONDEMNATION.** Mortgagor will give Lender prompt notice of any action, real or threatened, by private or public entities to purchase or take any or all of the Property, including any easements, through condemnation, eminent domain, or any other means. Mortgagor further agrees to notify Lender of any proceedings instituted for the establishment of any sewer, water, conservation, ditch, drainage, or other district relating to or binding upon the Property or any part of it. Mortgagor authorizes Lender to intervene in Mortgagor's name in any of the above described actions or claims and to collect and receive all sums resulting from the action or claim. Mortgagor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds shall be considered payments and will be applied as provided in this Mortgage. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

21. **INSURANCE.** Mortgagor agrees to maintain insurance as follows:

A. Mortgagor shall keep the Property insured against loss by fire, theft and other hazards and risks reasonably associated with the Property due to its type and location. Other hazards and risks may include, for example, coverage against loss due to floods or flooding. This insurance shall be maintained in the amounts and for the periods that Lender requires. What Lender requires pursuant to the preceding three sentences can change during the term of the Secured Debt. The insurance carrier providing the insurance shall be chosen by Mortgagor subject to Lender's approval, which shall not be unreasonably withheld. If Mortgagor fails to maintain the coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property according to the terms of this Mortgage.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard "mortgage clause" and, where applicable, "lender loss payee clause." Mortgagor shall immediately notify Lender of cancellation or termination of the insurance. Lender shall have the right to hold the policies and renewals. If Lender requires, Mortgagor shall immediately give to Lender all receipts of paid premiums and renewal notices. Upon loss, Mortgagor shall give immediate notice to the insurance carrier and Lender. Lender may make proof of loss if not made immediately by Mortgagor.

Unless Lender and Mortgagor otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the Secured Debt, whether or not then due, with any excess paid to Mortgagor. If Mortgagor abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay the Secured Debt whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Mortgagor otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of scheduled payments or change the amount of the payments. If the Property is acquired by Lender, Mortgagor's right to any insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Lender to the extent of the Secured Debt immediately before the acquisition.

B. Mortgagor agrees to maintain comprehensive general liability insurance naming Lender as an additional insured in an amount acceptable to Lender, insuring against claims arising from any accident or occurrence in or on the Property.

C. Mortgagor agrees to maintain rental loss or business interruption insurance, as required by Lender, in an amount equal to at least coverage of one year's debt service, and required escrow account deposits (if agreed to separately in writing), under a form of policy acceptable to Lender.

22. **NO ESCROW FOR TAXES AND INSURANCE.** Unless otherwise provided in a separate agreement, Mortgagor will not be required to pay to Lender funds for taxes and insurance in escrow.

23. **FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS.** Mortgagor will provide to Lender upon request, any financial statement or information Lender may deem necessary. Mortgagor warrants that all financial statements and information Mortgagor provides to Lender are, or will be, accurate, correct, and complete. Mortgagor agrees to sign, deliver, and file as Lender may reasonably request any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Mortgagor's obligations under this Mortgage and Lender's lien status on the Property. If Mortgagor fails to do so, Lender may sign, deliver, and file such documents or certificates in Mortgagor's name and Mortgagor hereby irrevocably appoints Lender or Lender's agent as attorney in fact to do the things necessary to comply with this section.

24. **JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND.** All duties under this Mortgage are joint and individual. If Mortgagor signs this Mortgage but does not sign the Evidence of Debt, Mortgagor does so only to mortgage Mortgagor's interest in the Property to secure payment of the Secured Debt and Mortgagor does not agree to be personally liable on the Secured Debt. Mortgagor agrees that Lender and any party to this Mortgage may extend, modify or make any change in the terms of this Mortgage or the Evidence of Debt without Mortgagor's consent. Such a change will not release Mortgagor from the terms of this Mortgage. The duties and benefits of this Mortgage shall bind and benefit the successors and assigns of Mortgagor and Lender.

If this Mortgage secures a guaranty between Lender and Mortgagor and does not directly secure the obligation which is guarantied, Mortgagor agrees to waive any rights that may prevent Lender from bringing any action or claim against Mortgagor or any party indebted under the obligation including, but not limited to, anti-deficiency or one-action laws.

25. **APPLICABLE LAW; SEVERABILITY; INTERPRETATION.** This Mortgage is governed by the laws of the jurisdiction in which Lender is located, except to the extent otherwise required by the laws of the jurisdiction where the Property is located. This Mortgage is complete and fully integrated. This Mortgage may not be amended or modified by oral agreement. Any section or clause in this Mortgage, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section or clause of this Mortgage cannot be enforced according to its terms, that section or clause will be severed and will not affect the enforceability of the remainder of this Mortgage. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Mortgage are for convenience only and are not to be used to interpret or define the terms of this Mortgage. Time is of the essence in this Mortgage.

26. **NOTICE.** Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of this Mortgage, or to any other address designated in writing. Notice to one mortgagor will be deemed to be notice to all mortgagors.

27. **WAIVER OF HOMESTEAD.** Except to the extent prohibited by law, Mortgagor waives all homestead exemption rights relating to the Property.

28. **U.C.C. PROVISIONS.** If checked, the following are applicable to, but do not limit, this Mortgage:

☐ **Construction Loan.** This Mortgage secures an obligation incurred for the construction of an improvement on the Property.

☐ **Fixture Filing.** Mortgagor grants to Lender a security interest in all goods that Mortgagor owns now or in the future and that are or will become fixtures related to the Property.

☐ **Crops; Timber; Minerals; Rents, Issues and Profits.** Mortgagor grants to Lender a security interest in all crops, timber, and minerals located on the Property as well as all rents, issues, and profits of them including, but not limited to, all Conservation Reserve Program (CRP) and Payment in Kind (PIK) payments and similar governmental programs (all of which shall also be included in the term "Property").

☐ **Personal Property.** Mortgagor grants to Lender a security interest in all personal property located on or connected with the Property. This security interest includes all farm products, inventory, equipment, accounts, documents, instruments, chattel paper, general intangibles, and all other items of personal property Mortgagor owns now or in the future and that are used or useful in the construction, ownership, operation, management, or maintenance of the Property. The term "personal property" specifically excludes that property described as "household goods" secured in connection with a "consumer" loan as those terms are defined in applicable federal regulations governing unfair and deceptive credit practices.

☐ **Filing As Financing Statement.** Mortgagor agrees and acknowledges that this Mortgage also suffices as a financing statement and as such, may be filed of record as a financing statement for purposes of Article 9 of the Uniform Commercial Code. A carbon, photographic, image or other reproduction of this Mortgage is sufficient as a financing statement.

**29. OTHER TERMS.** If checked, the following are applicable to this Mortgage:

☐ **Line of Credit.** The Secured Debt includes a revolving line of credit provision. Although the Secured Debt may be reduced to a zero balance, this Mortgage will remain in effect until released.

☑ **Waiver of Appraisal Rights.** The laws of South Carolina provide that in any real estate foreclosure proceeding a defendant against whom a personal judgment is taken or asked may, within thirty days after the sale of the mortgaged property, apply to the court for an order of appraisal. The statutory appraisal value as approved by the court would be substituted for the high bid and may decrease the amount of any deficiency owing in connection with the transaction. THE UNDERSIGNED HEREBY WAIVES AND RELINQUISHES THE STATUTORY APPRAISAL RIGHTS WHICH MEANS THE HIGH BID AT THE JUDICIAL FORECLOSURE SALE WILL BE APPLIED TO THE DEBT REGARDLESS OF ANY APPRAISED VALUE OF THE MORTGAGED PROPERTY.

☐ **Separate Assignment.** The Mortgagor has executed or will execute a separate assignment of leases and rents. If the separate assignment of leases and rents is properly executed and recorded, then the separate assignment will supersede this Security Instrument's "Assignment of Leases and Rents" section.

☐ **Additional Terms.**

**SIGNATURES:** By signing below, Mortgagor agrees to the terms and covenants contained in this Mortgage and in any attachments. Mortgagor also acknowledges receipt of a copy of this Mortgage on the date stated above on Page 1.

☐ Actual authority was granted to the parties signing below by resolution signed and dated ________________.

Entity Name: ______________________ Entity Name: ______________________

______________________ (Seal) ______________________ (Seal)
(Signature) (Date) (Signature) (Date)
MARTIN C CORRY

Signed, Sealed and delivered in the presence of:

______________________ ______________________
(Witness) (Witness)

☐ Refer to the Addendum which is attached and incorporated herein for additional Mortgagors, signatures and acknowledgments.

**PROBATE:**

STATE OF SOUTH CAROLINA, COUNTY OF AIKEN } ss.

Personally appeared before me the undersigned witness who, being duly sworn, deposed and said that (s)he saw the Mortgagor (and each Mortgagor if more than one) sign, seal and deliver the foregoing Mortgage and that (s)he, together with the other witness whose name appears as a witness, witnessed the execution thereof.

Sworn to and subscribed before me this 2nd day of OCTOBER 2009.

Notary Public for South Carolina

My commission expires: 2/5/12

**ATTORNEY'S FINAL CERTIFICATE OF TITLE**

TO: Security Federal Bank

THIS IS TO CERTIFY that I have examined the records of Aiken County, South Carolina, relative to the title history of the real estate situate in Aiken County, South Carolina, more fully described in that certain Real Estate Mortgage executed by Martin C. Corry to Security Federal Bank dated October 2, 2009, securing an indebtedness of $120,000.00 recorded October 7, 2009 in the office of the RMC for said County in Real Estate Mortgage Book 4279 at Page 195.

**See Exhibit "A" for legal description of property**

BASED on such investigation, it is my opinion that the above named is vested with a good, fee simple, record, marketable title to the above described real estate, clear and free of all liens, limitations and encumbrances of record, EXCEPT the following:

1. Taxes for the year 2009 and subsequent years. 2009 taxes are liens now due and payable but not yet past due.
2. Covenants, conditions and restrictions for Midway Estates recorded in Misc. Book 165 at Page 148, RMC for Aiken County, South Carolina,
3. Any easements or servitudes appearing in the public records. This certificate insures that none of the improvements encroach upon the easements and that any use of the easements for purposes granted or reserved will not interfere with or damage the improvements, including lawns, shrubbery and trees.
4. Title of easement and / or right-of-way conveyed by Martin Corry to Aiken County, South Carolina consisting of 0.12 acre and recorded in Record Book 4150 at Page 609, RMC for Aiken County, South Carolina.
5. Water rights of C.C. Legrano as shown on plat recorded in Plat Book 3 at Page 31, RMC for Aiken County, South Carolina.
6. Such state of facts as would be disclosed by a current accurate plat of a survey and a personal inspection of the premises.

DATED: October 7, 2009

**Smith, Massey, Brodie, Guynn & Mayes PA**

BY: ______________________

Scott W. Patterson
EXAMINING ATTORNEY

**EXHIBIT A**

Parcel 1: All that certain piece, parcel or tract of land, containing 6.361 acres more or less, situate, lying and being in the Western section of Midway Estates in Aiken County, South Carolina located approximately 4.5 miles South of the City of Aiken, and located West of S. C. Highway No. 19 (Whiskey Road), said parcel being bounded as follows: NORTH by property of J. Gary George and Idell Young George for 331.4 feet; NORTHEAST by the right-of-way of a County road for 224.6 feet; EAST by the right-of-way of a road on several lines for 270.0 feet, 125.0 feet; 190.0 feet, and 130.0 feet; also EAST by lot 6 of Midway Estates for 275.0 feet (being erroneously designated Lot 18 on the plat referred to hereinafter); SOUTH by property now or formerly of Murphy and Lard, for 438.0 feet; and WEST by property now or formerly of DAVES for 706.4 feet, all measurements being more or less. Said parcel is more fully shown and delineated upon plat made by Don W. Taylor, Registered Land, Surveyor, dated March 14, 1977, reference to said plat being expressly made as a part and parcel of this description. The property described above consists of portions of Lots 11 and 12 and all lots 13, 14 and 15 as shown on plat of Midway Estates recorded in Plat Book 4 at page 75 of the records of Aiken County, and also includes a triangular lot lying West of Lot 15 shown upon said Midway Estates plat. Being the same property conveyed unto Oscar L. Lard and Beverly Smart Lard, by deed of Edward F. Becker and Cecil H. Seigler, Jr. dated April 14, 1977, recorded April 14, 1977, in Title Book 555, page 285, Records of Aiken County. That Oscar L. Lard died February 9, 1999 as reflected in File No. 99ES02160 Probate Records of Aiken County. Being the same property conveyed unto Oscar L. Lard by Quit Claim deed dated March 17, 2005, recorded March 21, 2005, in Title Book 2499, Page 89, Records of Aiken County.

Parcel No. 124-07-06-003

Parcel 2: All that certain piece, parcel or tract of land, with any improvements thereon, situate, lying and being in the County of Aiken, State of South Carolina, in Aiken Attendance Area No. 1 and being Tract B containing 17.8 acres, more or less, as shown and designated on a certain plat of two tracts designated thereon as Tract A & B made by J. Hord Allen, II R. L. S. dated January 25, 1996 recorded in Plat Book 3, page 31, Records of Aiken County, and according to said plat to bound as follows: NORTH by lands of Gosnell; EAST by Tract A, said plat; SOUTHWEST by lands of Dean; and NORTHWEST by lands of LeGrand, and bounds being now or formerly. Reference is made to said plat for a more accurate and complete description of the metes and bounds of the subject property. Being the same property conveyed unto Oscar L. Lard, II by Deed of Distribution from the Estate of Oscar LeJune Lard dated December 3, 1999 and recorded in Deed Book 1936, page 328, Records of Aiken County

Parcel No. 124-11-01-001

Derivation: Parcel 1 and Parcel 2 being the identical property conveyed unto Martin Corry by deed recorded in Deed Book 2499 at Page 93, thereafter re-recorded in Deed book 2519 at Page 111, RMC for Aiken County South Carolina.

| Recent Sales in Neighborhood<br>Recent Sales in Area | Previous Parcel | Next Parcel | Field Definitions | Return to Main Search | Aiken Home |
|---|---|---|---|---|---|

**Owner and Parcel Information**

| | | | |
|---|---|---|---|
| Owner Name | CORRY MARTIN C | Today's Date | November 23, 2016 |
| Mailing Address | 687 FREELING DR | Parcel Number | 124-11-01-002 |
| | SARASOTA, FL 34242 | Tax District | UNINCORPORATED (District ) |
| Location Address | 125 SUNNYSIDE LN | 2016 Millage Rate | 6% RATIO = 234.5 OWNER-OCCUPIED = 97.2 |
| Legal Description | TRACT A | Acres | 18.4 |
| Property Class / Property Type | AGRICULTURAL / REAL PROPERTY | Parcel Map | Show Parcel Map |
| Neighborhood | AIKS8 | Exemptions | |
| Fire District | NEW ELLENTON FIRE DEPARTMENT | Council District | COUNCIL DISTRICT TWO |
| Building Description | | Location Description | TRACT A |

**Certified 2016 Tax Year Value Information***

| Land Value | Improvement Value | Miscellaneous Value | Total Appraised Value |
|---|---|---|---|
| $ 5,402 | $ 198,065 | $ 1,272 | $ 204,103 |

**Land Information**

| Land Type | Zoning | Units | Unit Type | Appraised Value | Market Value |
|---|---|---|---|---|---|
| AG Pond/Lake 4% | | 1 | AC | $ 180 | $ 500 |
| Legal Residence 4% | | 1 | AC | $ 3,000 | $ 3,000 |
| Ag Non-Timber 4% | | 3 | AC | $ 480 | $ 9,000 |
| Ag Timber 4% | | 13.4 | AC | $ 1,742 | $ 40,200 |

**Residential Building Information**

| Type | Style | Units | Total Area Sq Ft | Heated Area Sq Ft | Exterior Walls | Year Built |
|---|---|---|---|---|---|---|
| Single-family Residence | Two Story | 1 | 3,258 | 3,258 | Veneer, Brick | 1967 |
| **Flooring** | **Roof Cover** | **Number Fireplaces** | **Heating Type** | **Rooms/Bedrooms/Bathrooms** | **Garage Area** | **Market Value** |
| Automatic Floor Cover Allowance | Composition Shingle | 1 | Warmed & Cooled Air | N/A | 0 | $ 181,526 |

**Commercial/Out-Building Information**

| Type | Wall Height | Stories | Total Area Sq Ft | Framing | Exterior Walls | Year Built |
|---|---|---|---|---|---|---|
| Farm Implement Building | 10 | 1 | 1,200 | Pole frame | Single -Metal on Wood Frame | |
| **Elevator** | **Sprinkler** | **Basement** | **Heating Type** | **Market Value** | **Sketch** | |
| | | | | $ 16,539 | NA | |

**Miscellaneous Improvement Information**

No miscellaneous information available for this parcel.

**Sale Information**

| Sale Date | Sale Price | Deed Book | Deed Page | Grantor | Grantee |
|---|---|---|---|---|---|
| 2005-01-12 | $ 350,000 | 2482 | 213 | KELSEY SOLVEIG AALAND ET AL | MARTIN C COREY |
| 2002-06-24 | $ 1 | 02214 | 00192 | | |
| 1995-02-28 | $ 170,000 | 01522 | 00094 | AADLAND ROLF K & UTE W | AADLAND ROLF K & UTE W |

| Recent Sales in Neighborhood<br>Recent Sales in Area | Previous Parcel | Next Parcel | Return to Main Search Page | Aiken Home |
|---|---|---|---|---|

The Aiken County Assessor's Office makes every effort to produce the most accurate information possible. No warranties expressed or implied are provided for the data herein, its' use or interpretation. Certified Value Information* is from the last certified tax roll information, all other assessment information and values are current working information and is subject to change before the next certified tax roll. Website Updated: November 21, 2016

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EXHIBIT
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## Owner and Parcel Information

| | | | |
|---|---|---|---|
| Owner Name | CORRY MARTIN | Today's Date | November 30, 2016 |
| Mailing Address | 687 FREELING DR | Parcel Number | 124-11-01-001 |
| | SARASOTA, FL 34242 | Tax District | UNINCORPORATED (District ) |
| Location Address | MUNDY RD | 2016 Millage Rate | 6% RATIO = 234.5 OWNER-OCCUPIED = 97.2 |
| Legal Description | WEST OF HWY 19 | Acres | 17.8 |
| Property Class / Property Type | AGRICULTURAL / REAL PROPERTY | Parcel Map | Show Parcel Map |
| Neighborhood | AIKS8 | Exemptions | |
| Fire District | NEW ELLENTON FIRE DEPARTMENT | Council District | COUNCIL DISTRICT TWO |
| Building Description | | Location Description | WEST OF HWY 19 |

## Certified 2016 Tax Year Value Information*

| Land Value | Improvement Value | Miscellaneous Value | Total Appraised Value |
|---|---|---|---|
| $ 2,464 | 0 | 0 | $ 2,464 |

## Land Information

| Land Type | Zoning | Units | Unit Type | Appraised Value | Market Value |
|---|---|---|---|---|---|
| AG Pond/Lake 4% | | 3 | AC | $ 540 | $ 1,500 |
| Ag Timber 4% | | 14.8 | AC | $ 1,924 | $ 44,400 |

## Building Information

No building information available for this parcel.

## Miscellaneous Improvement Information

No miscellaneous information available for this parcel.

## Sale Information

| Sale Date | Sale Price | Deed Book | Deed Page | Grantor | Grantee |
|---|---|---|---|---|---|
| 2005-03-17 | $ 200,000 | 2499 | 93 | LARD OSCAR L II | MARTIN CORRY |
| 2005-03-17 | $ 200,000 | 2519 | 112 | MARTIN CORRY | MARTIN CORRY |

The Aiken County Assessor's Office makes every effort to produce the most accurate information possible. No warranties expressed or implied are provided for the data herein, its' use or interpretation. Certified Value Information* is from the last certified tax roll information, all other assessment information and values are current working information and is subject to change before the next certified tax roll. Website Updated: November 28, 2016

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| Recent Sales in Neighborhood<br>Recent Sales in Area | Previous Parcel | Next Parcel | Field Definitions | Return to Main Search | Aiken Home |
|---|---|---|---|---|---|

**Owner and Parcel Information**

| | | | |
|---|---|---|---|
| Owner Name | CORRY MARTIN | Today's Date | November 30, 2016 |
| Mailing Address | 687 FREELING DR | Parcel Number | 124-11-01-001 |
| | SARASOTA, FL 34242 | Tax District | UNINCORPORATED (District ) |
| Location Address | MUNDY RD | 2016 Millage Rate | 6% RATIO = 234.5 OWNER-OCCUPIED = 97.2 |
| Legal Description | WEST OF HWY 19 | Acres | 17.8 |
| Property Class / Property Type | AGRICULTURAL / REAL PROPERTY | Parcel Map | Show Parcel Map |
| Neighborhood | AIKS8 | Exemptions | |
| Fire District | NEW ELLENTON FIRE DEPARTMENT | Council District | COUNCIL DISTRICT TWO |
| Building Description | | Location Description | WEST OF HWY 19 |

**Certified 2016 Tax Year Value Information***

| Land Value | Improvement Value | Miscellaneous Value | Total Appraised Value |
|---|---|---|---|
| $ 2,464 | 0 | 0 | $ 2,464 |

**Land Information**

| Land Type | Zoning | Units | Unit Type | Appraised Value | Market Value |
|---|---|---|---|---|---|
| AG Pond/Lake 4% | | 3 | AC | $ 540 | $ 1,500 |
| Ag Timber 4% | | 14.8 | AC | $ 1,924 | $ 44,400 |

**Building Information**

No building information available for this parcel.

**Miscellaneous Improvement Information**

No miscellaneous information available for this parcel.

**Sale Information**

| Sale Date | Sale Price | Deed Book | Deed Page | Grantor | Grantee |
|---|---|---|---|---|---|
| 2005-03-17 | $ 200,000 | 2499 | 93 | LARD OSCAR L II | MARTIN CORRY |
| 2005-03-17 | $ 200,000 | 2519 | 112 | MARTIN CORRY | MARTIN CORRY |

| Recent Sales in Neighborhood<br>Recent Sales in Area | Previous Parcel | Next Parcel | Return to Main Search Page | Aiken Home |
|---|---|---|---|---|

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